

NOTICE OF AVAILABILITY OF FUNDS

by the Employment Training Panel

***Social Entrepreneurs for Economic Development
(SEED)***

SOLICITATION FOR PROPOSALS (SFP)



January 2022

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Section I – Overview

A. Introduction

In June 2020, the California Legislature approved Assembly Bill 82 (Chapter 14, Stats. 2020), which established the Social Entrepreneurs for Economic Development (SEED) Initiative to be administered by the California Workforce Development Board (“Board”) within the Labor and Workforce Development Agency (“Agency”). (See California Unemployment Insurance Code, sections 14106 to 14110.) The Employment Training Panel (“ETP”), also within the Agency, is administering SEED on behalf of the Board.

The purpose of the SEED Initiative is to support the entrepreneurship of immigrants and limited English proficient (LEP) individuals who face significant employment barriers, which will also increase the state’s economic diversity and help spur business innovation. The SEED Initiative will provide micro-grants, entrepreneurial training, and technical assistance to SEED target populations to support them in starting or maintaining a small business in California aimed at addressing a social problem or meeting a community need.

SEED target populations are individuals who face significant barriers to employment, specifically: (1) individuals with limited English proficiency, regardless of immigration or citizenship status; or (2) individuals who are neither U.S. citizens nor lawful permanent residents. This includes individuals who may not be lawfully present in the United States, and individuals who have been granted Deferred Action for Childhood Arrivals (DACA) or Temporary Protected Status (TPS). In addition, SEED is open to all individuals in the target populations, including other immigrants, refugees and asylees, and United States citizens.

Section 14108 of the California Unemployment Insurance Code authorizes the Board to administer the SEED Initiative through nonprofit community-based organizations (CBOs) that will develop and implement SEED program components.

The Agency and ETP are pleased to announce the availability of approximately \$17,000,000 for CBOs to provide micro-grants, community outreach, training, and technical assistance to immigrant and limited English proficient entrepreneurs who face significant barriers to employment.

It is anticipated that the lessons learned and best practices achieved through this grant can be replicated and shared with stakeholders throughout the state to boost social entrepreneurship, innovation, and economic mobility for Californians who experience employment obstacles.

B. SEED Initiative Goals and Approach

The goals and approach of the SEED Initiative are premised upon the following:

- **Public Policy Goals:** The SEED Initiative is rooted in two fundamental public policy goals. First, its objective is to serve vulnerable communities facing significant barriers to employment by providing them with entrepreneurial opportunities. Second, by promoting entrepreneurship of individuals who may be precluded (because of legal impediments or otherwise) from obtaining gainful employment, SEED supports pathways to economic self-sufficiency and increased economic contributions to the state and local economies.
- **Nonprofit CBOs with Expertise in Serving SEED Target Populations:** Implementation of the SEED Initiative will be strengthened through partnering with and providing grants to nonprofit CBOs that have expertise and track records of serving SEED target populations in culturally and linguistically effective ways. The role of CBO grantees will be to provide micro-grants, entrepreneurial training, and technical assistance to SEED target populations, and to conduct community outreach on SEED.
- **Supplement and Align with Broader Workforce System:** The intent of the SEED Initiative is to supplement and be aligned with the broader workforce and education system in California. The SEED Initiative is not intended to duplicate or replicate existing programs, but rather to provide supplemental funding, services, and support to ensure the entrepreneurial success and economic self-sufficiency and mobility of SEED target populations with a framework that promotes equity and inclusion.
- **Equity, Inclusion, and Social Responsibility:** In advancing the economic mobility of SEED target populations through entrepreneurial opportunities implemented by nonprofit CBOs with cultural and linguistic competency, the SEED Initiative seeks to promote equity and inclusion, including racial, gender, and geographic equity. The SEED Initiative will also support business innovation that is socially responsible, effective, and sustainable, and that creates pathways to economic mobility and self-sufficiency, including high road employment and non-traditional business models or enterprises such as worker-owned cooperatives.

C. SEED Program Framework

In order to fulfill the public policy goals and statutory requirements of the SEED Initiative, the SEED program framework is designed to maximize the provision of micro-grants to SEED target populations. Additional grant activities, including development of a training curriculum geared toward SEED target populations and community outreach on SEED, are intended to support the dissemination of micro-grants.

CBOs may apply for a grant under two different programs:

- **SEED Entrepreneurship Program** (approximately \$15,000,000 in funds available)
- **SEED Demonstration Project: Worker Cooperatives and Employee Ownership** (approximately \$2,000,000 in funds available)

GRANT PROGRAM 1	SEED Entrepreneurship Program
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A proposal for SEED Entrepreneurship Program funding **must include all of the SEED program components described below:** (i) SEED entrepreneurial training development and implementation, (ii) SEED community outreach, (iii) selection of SEED micro-grant awardees, (iv) disbursement of SEED micro-grants, and (v) provision of technical assistance to SEED micro-grant awardees. All program components must be appropriately coordinated and implemented to create one integrated program.

A single CBO may submit a proposal for SEED Entrepreneurship Program funding **as long as it includes all these components.**

However, the Agency and the ETP **strongly encourage joint proposals involving more than one CBO, in which each CBO will utilize its expertise to collaborate on implementation of these components – particularly if collaboration would enhance the capacity to serve more participants and reach diverse SEED target populations.** (See also Section II.A., *Eligible Applicants*, discussing the obligations of the lead CBO in a joint proposal.)

(i) Entrepreneurial training development and implementation

A CBO that is awarded a SEED Entrepreneurship Program grant will develop an entrepreneurial training curriculum to address the needs of the SEED target population(s) they intend to serve, and will provide the SEED trainings for their intended target population(s).

The entrepreneurial training curriculum should, at minimum:

- Present the nuts and bolts of how to start, build, or maintain a small business in California;
- Fill knowledge gaps around business ownership and entrepreneurship faced by SEED target populations;
- Identify barriers and challenges to business ownership and entrepreneurship of SEED target populations, and provide information and approaches that would enable individuals in SEED target populations to address those barriers; and
- Incorporate information on socially responsible business approaches and high road employment practices.

To develop the training curriculum and provide the trainings, the CBO must at minimum:

- **Utilize linguistically and culturally appropriate training materials and methods.** First, this training program component requires linguistically and culturally appropriate strategies and materials necessary to provide the training and make it accessible for the intended SEED target population(s).
- **Document training completion.** Second, this program component requires the CBO to implement and maintain a documentation method, to be proposed by the CBO, which would indicate when an individual in the SEED target population has successfully completed the SEED training.

(ii) Community outreach

A CBO that is awarded a SEED Entrepreneurial Program grant will also perform the following community outreach component of SEED:

- **Develop linguistically and culturally appropriate outreach plan.** The CBO will craft a community outreach plan in order to disseminate information in a linguistically and culturally appropriate manner about the SEED Initiative to target populations, including fostering awareness of SEED entrepreneurial training opportunities and SEED micro-grants, devising strategies to generate interest in SEED target populations to participate in SEED, and communicating success stories. This outreach plan must identify the most effective methods of disseminating information to the intended SEED target population(s), including use of written materials, social media, ethnic media, other media, and other forms of community engagement, as appropriate, and set forth how the CBO will implement these methods of outreach.
- **Create outreach materials.** In accord with its outreach plan, the CBO will develop culturally and linguistically appropriate community outreach materials to be used in disseminating information about the SEED Initiative to target populations, as described above.
- **Conduct outreach.** The CBO will take the steps it has outlined to launch and implement its outreach plan.

(iii) Selection of SEED micro-grant awardees

Micro-grants to start or maintain small businesses aimed at addressing a social problem or meeting a community need are the heart of the SEED program. Individuals who complete SEED entrepreneurial training would be eligible to apply for SEED micro-grants that would provide a quick infusion of capital to help launch or sustain a small business. For example, this could include (but would not be limited to) helping to defray the costs of business or professional licenses; business registration and incorporation fees; new equipment or repairs to existing equipment; marketing; business-related travel; down

payments to rent business space; security deposits; insurance; or legal fees. Micro-grants are limited to one micro-grant per individual and one per business entity (for example, for any given business, this means only one individual may utilize a micro-grant toward launching or sustaining that business).

A CBO that is awarded a SEED Entrepreneurial Program grant will establish and implement selection procedures for SEED micro-grant awardees, through the following three subcomponents, all of which must be satisfied.

- **Micro-grant application.** First, information shall be provided to SEED community members who are enrolled in SEED entrepreneurial training about their eligibility to apply for micro-grants once they have completed the SEED training. A uniform micro-grant application form will be developed and utilized by the CBO, which should assist eligible SEED community members to complete the micro-grant application form. This information and assistance must be provided in a linguistically and culturally accessible manner. Where appropriate, the CBO should also translate the micro-grant application into the language(s) of the SEED population(s) intended to be served.

The micro-grant application should include at least the following baseline categories:

- Eligibility as demonstrated by completion of the SEED entrepreneurial training.
 - Description of the existing or proposed small business, including the following information (where applicable): business purpose and activities, business structure, name(s) of business owner(s) and principal(s), year that the business was formed and year(s) of operation, business tax ID number, sales and revenues, and number of employees.
 - Description of how the micro-grant will be used and why it would promote the success and sustainability of the small business that addresses a social problem or meets a community need. This should include a brief narrative description and a proposed budget.
 - Signed certification by the micro-grant applicant of the accuracy and truthfulness of the information submitted.
- **Application review and selection.** Second, the micro-grant applications shall be reviewed and micro-grant awardees selected based on uniform selection criteria that will be developed by the CBO. Such selection criteria should align with the public policies underlying the SEED Initiative of supporting the entrepreneurial success and economic self-sufficiency and mobility of SEED target populations who face barriers to employment, including promoting social responsibility, equity, and inclusion, and meeting community needs.
- **Seamless integration with disbursement procedures.** Third, the CBO shall institute procedures for seamless disbursement of micro-grants to the selected awardees. For a joint proposal where the CBO selecting the micro-grant awardees is not the CBO disbursing the micro-grants, this will require proper coordination between the CBOs; the respective roles and responsibilities of each CBO must be designated

in the proposal. (See also Section II.A., *Eligible Applicants*, discussing the obligations of the lead CBO in a joint proposal.)

(iv) Disbursement of micro-grants for small business development

A CBO that is awarded a SEED Entrepreneurial Program grant will develop and implement the process and methods by which the CBO will disburse micro-grants to the SEED community members who have completed the SEED entrepreneurial training and been selected to receive micro-grants. At minimum, the CBO must:

- Coordinate the micro-grant selection process with the disbursement process, so that SEED micro-grant awardees receive their micro-grants in a timely manner.
- Develop and implement a micro-grant disbursement process that is linguistically and culturally accessible.
- Establish protocols to ensure that micro-grants are disbursed to one per individual and one per business entity.
- Maintain fiscal and program integrity, including by developing and implementing a documentation protocol to verify that the micro-grants are used for their intended purpose. This protocol must at minimum include a signed attestation by the micro-grant awardees that the micro-grants will be used as intended, and should include additional requirements such as, for example, subsequent submission of receipts demonstrating the appropriate use of micro-grant funds.

In the case of a joint proposal where the CBO selecting the micro-grant awardees is not the CBO disbursing the micro-grants, the CBOs must closely coordinate with each other to institute the foregoing; the respective roles and responsibilities of each CBO must be designated in the proposal. (See also Section II.A., *Eligible Applicants*, discussing the obligations of the lead CBO in a joint proposal.)

(v) Provision of technical assistance to SEED micro-grant awardees

In order to advance SEED's intent of promoting the entrepreneurial success and economic mobility of SEED target populations, the provision of technical assistance to SEED micro-grant awardees is an integral facet of the SEED program design. This could include, as appropriate:

- legal assistance
- accounting and tax assistance
- assistance with business planning and development
- assistance with marketing tools and strategies
- assistance in developing high road employment practices

A CBO that is awarded a SEED Entrepreneurial Program grant will assess and determine the technical assistance needs of SEED micro-grant awardees, and will provide such technical assistance by utilizing in-house expertise or coordinating and engaging with another entity or entities that have the appropriate expertise.

To foster business innovation and equity, inclusion, and social responsibility, the SEED Initiative will include a demonstration project to support SEED target populations in the creation and sustainability of worker-owned businesses and cooperatives, which could include support for the conversion of small businesses to employee ownership. The focus will be on low-wage industries with the intention of utilizing worker cooperative development as a strategy for promoting high road practices, worker voice, and economic equity in such industries. Examples of low-wage industries include (but are not limited to): homecare and domestic work, car wash, janitorial, street vending, and restaurant.

A proposal for the SEED Demonstration Project **must include all of the project components below**, which must be appropriately coordinated.

(i) Launching and/or supporting worker cooperative(s) or employee-owned small business(es) in a low-wage industry or industries

CBOs that are awarded a SEED Demonstration Project grant will help SEED target populations to form, incubate and/or build the capacity of a select number of worker cooperatives, which could include conversions of a select number of small businesses to employee ownership, in a low-wage industry or industries. CBO grantees will develop an action plan and timetable for the foregoing.

(ii) Development and implementation of a worker training curriculum to support the worker cooperative or employee-owned small business

CBOs that are awarded this grant will develop a worker training curriculum that is designed to help support the formation, incubation, and/or capacity building of the worker cooperative(s) or employee-owned small business(es) in the low-wage industry or industries that are the subject of the proposal. The CBO grantee will also provide the training and make it accessible for workers by utilizing linguistically and culturally appropriate strategies and materials.

(iii) Micro-grants to help start or maintain the worker cooperative or employee-owned small business

CBOs that are awarded this grant will disburse micro-grants to help launch or sustain the worker cooperative(s) or employee-owned small business(es). The CBO grantee will develop a process to assess the needs of the cooperative or business for micro-grants and the most effective use of any such micro-grants, and will make a final determination of the appropriate utilization, amount, and number of micro-grants. The CBO grantee will also develop and implement a final plan and timetable for distribution of the micro-grant(s). Due to the collective nature of worker cooperatives and employee-owned businesses, micro-grants will not be restricted to one micro-grant per worker cooperative

or business entity, and may be provided to multiple workers who are investing in the same cooperative or employee-owned business. The CBO grantee must ensure fiscal and program integrity, including by developing and implementing a documentation protocol to verify that the micro-grants are used for their intended purpose.

(iv) Provision of technical assistance to worker cooperative or employee-owned small business

A CBO that is awarded this grant will assess and determine the technical assistance needs of the worker cooperative or employee-owned small business, as well as the workers who are members of the worker cooperative or employee-owned business. The CBO will provide such technical assistance by utilizing in-house expertise or coordinating and engaging with another entity or entities that have the appropriate expertise.

A single CBO may submit a proposal for the SEED Demonstration Project **as long as it includes all project components.**

However, the Agency and the ETP **strongly encourage joint proposals involving more than one CBO, in which each CBO will utilize its expertise to collaborate in launching a demonstration project for the development and/or support of worker cooperatives or employee-owned small businesses in more than one low-wage industry.** (See also Section II.A., *Eligible Applicants*, discussing the obligations of the lead CBO in a joint proposal.)

Section II - Eligibility and Grantee Requirements

A. Eligible Applicants

- **Only Nonprofit CBOs May Apply for SEED:**

As authorized by the California Legislature and reflected in Section 14108 of the California Unemployment Insurance Code, the SEED Initiative will be administered through nonprofit CBOs that will develop and implement SEED program components. To be eligible to apply for a SEED grant, the CBO must be a 501(c)(3) or a fiscally sponsored program of a 501(c)(3).

- **Single CBO May Submit a Proposal:**

For any grant program described in Section I (SEED Entrepreneurship Program; SEED Demonstration Project on Worker Cooperatives and Employee Ownership), a single CBO may submit a proposal as long **as it proposes to implement all the components of that grant program.**

- **Joint Proposals Are Strongly Encouraged:**

Joint proposals involving more than one nonprofit CBO will also be accepted and are strongly encouraged. This is in recognition that the SEED Initiative program framework is composed of multiple components that may require and could be enhanced by collaborative efforts of several CBOs that bring diverse strengths and expertise, and that enable geographic and linguistic diversity in the SEED target populations that would be served by the CBOs.

For joint proposals involving two or more CBOs, **there must be one lead CBO applicant that shall act as the contracting and fiscal agent with the State; the lead CBO shall enter into all appropriate subcontracts with the other CBOs participating in the joint proposal to implement the SEED grant.** The lead CBO is ultimately responsible for **all** grant award performance and deliverables, implementation activities, and reporting obligations. The lead CBO will also be responsible for requesting disbursement of grant funds (see Section III, *Funding*), and for releasing and distributing funds to the subcontracted CBOs after the grant is awarded.

The lead CBO is the entity that must apply for the grant and submit the joint proposal. The lead CBO must fill out and sign the required forms and provide information for each participating CBO in the Project Proposal Narrative (see Section V, *Proposal Requirements, Evaluation, and Award*). This includes identifying each participating CBO and explaining its respective role(s) and responsibilities under the grant. An overall budget for the entire proposal should be submitted by the lead CBO, in addition to clearly and separately outlining the budget of each participating CBO (which should also be incorporated in the overall budget).

B. Target Populations

Implementation of the SEED Initiative will focus on promoting the entrepreneurial success and economic self-sufficiency and mobility of SEED target populations.

SEED target populations are individuals who face significant impediments to employment, specifically: (1) individuals with limited English proficiency, regardless of immigration or citizenship status; or (2) individuals who are neither U.S. citizens nor lawful permanent residents. This includes individuals who may not be lawfully present in the United States, and individuals who have been granted Deferred Action for Childhood Arrivals (DACA) or Temporary Protected Status (TPS). In addition, SEED is open to all individuals in the target populations, including other immigrants, refugees and asylees, and United States citizens.

CBOs must describe in their proposals which specific SEED target population(s) they will serve. To help advance equity and inclusion, CBO applicants should set forth in detail the demographic, linguistic, and geographic characteristics of their intended SEED target

population(s), and any additional barriers to employment that they plan to address. CBO applicants must also describe the culturally and linguistically effective strategies that they will utilize in implementing the grant.

C. Performance Measures, Data Collection, and Reporting Requirements

As part of their proposals, CBO applicants are required to include program activities, deliverables, and performance metrics of successful grant implementation, outlined on a quarterly basis, in order to capture progress towards meeting outcomes and to satisfy the reporting requirements below.

CBO grantees will have the responsibility of providing to the ETP timely and adequate documentation and reports on their progress in implementing SEED grants. The information that CBO grantees will be required to provide in periodic reports will include, but not be limited to, the following:

- **Information on SEED entrepreneurial training --**
 - The numbers of individuals who have enrolled in the SEED entrepreneurship training curriculum.
 - The numbers of individuals who have completed the SEED entrepreneurship training curriculum.
- **Information on SEED community outreach --**
 - The methods of outreach utilized, including the language(s) utilized in the outreach.
 - The numbers of individuals who participated in each method of outreach.
- **Information on SEED micro-grants --**
 - The number of individuals who have applied for micro-grants.
 - The number of individuals who have been selected to receive micro-grants.
 - The number of micro-grants disbursed.
 - The grant amount for each micro-grant disbursed, and the average grant amount.
 - The uses of the micro-grants disbursed, such as the type of small business that the micro-grant supported, and the type of business expense that the micro-grant helped to defray.
- **Information on SEED demonstration project on worker cooperatives --**
 - The number of worker cooperatives that are created and/or sustained and the low-wage industries in which they operate.

- The number of micro-grants disbursed.
- The grant amount for each micro-grant disbursed, and the average grant amount.
- The use(s) of the micro-grants disbursed.
- **Information on SEED demographics --**
 - Of the individuals served in each SEED grant program implemented by the CBO, demographic information about the individual, including race, ethnicity, gender, primary language spoken, age group, and income level.
- **Copies of SEED materials --**
 - Provide copies of all the training, outreach, and other materials developed in the course of SEED implementation.
- **Additional performance metrics that may be determined**

CBO grantees may be required to provide their first progress report approximately two months into the grant period, in order to monitor initial implementation efforts (the content and submission date for this report will be determined by the ETP). Quarterly progress reports will follow thereafter, and a final report will be due near the end of the grant term. Submission dates and the form and content of reports (including the reporting elements above, as applicable) will be determined by the ETP. CBO grantees will be required to maintain project and fiscal records sufficient to satisfy their reporting requirements and to enable evaluation of project effectiveness and proper use of funds. This includes thorough, complete, and accurate accounting ledgers to support all program expenses and expenditures of grant funds. CBO grantees must retain all records pertinent to their grant for a period of at least four years after the date of final payment of the grant award.

In circumstances where a grant is awarded for a joint proposal of two or more CBOs, the lead CBO that serves as the fiscal and contracting agent on the grant shall have the responsibility for ensuring that all program data and documentation for all the CBOs participating in the joint proposal are captured in a timely, complete, and accurate manner and are reported in accordance with the specified reporting requirements.

D. Community of Learning and Practice

In the implementation of the SEED Initiative, a Community of Learning and Practice will be established and coordinated by the Agency and/or the ETP.

The Community of Learning and Practice shall include all CBO grantees, who will share program models and strategies, engage in peer learning and support, and facilitate access to technical assistance and best practices. Convenings will be virtual and involve

webinars, conference calls, and other learning and technical assistance activities, as determined by the Agency and/or the ETP.

CBO grantees will also engage SEED entrepreneurs who are awarded micro-grants for their small businesses, in order to learn from their experiences, insights, and recommendations for strengthening the effectiveness and impact of the SEED Initiative.

All CBO grantees will be expected to participate in the Community of Learning and Practice. In addition, all CBO grantees should plan to attend the virtual equivalent of one or more full-day convenings throughout the grant period, on date(s) to be determined by the Agency and/or the ETP.

E. Evaluation

As directed by the Legislature, the effectiveness of SEED entrepreneurial training, outreach, and materials will be evaluated. The evaluation will examine qualitative and quantitative data to analyze the impact and lessons learned in the course of implementation of the SEED Initiative. This will entail the collection and reporting of relevant data by the CBO grantees under guidelines determined by the Agency and the ETP. (See Section II.C., *Performance Measures, Data Collection, and Reporting Requirements*.)

An independent evaluator will be selected by the ETP to conduct the evaluation. The ETP will work with the evaluator to develop the scope of the evaluation, evaluation metrics, and form and content of the evaluation. CBO grantees will be required to work with the selected independent evaluator as requested and to the extent determined by the ETP.

The selection of an evaluator is not included in the scope of this SFP.

Section III – Funding

Funding under this SFP will be provided through the SEED Initiative. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law. The Agency and the ETP reserve the right to adjust the total number, duration, and amount of each grant award based upon the availability of funds. Funding is available for proposals that address the needs of SEED target populations and implement the grant programs outlined in this SFP.

Please note: *If, for any reason, the funds either do not become available or are reduced due to budgeting/fiscal/administrative reasons, the State shall have no liability to pay any funds or to furnish any other considerations under this SFP, and no awardee will be obligated to perform any provisions of this SFP.*

A. Funding Availability

Of the \$17,000,000 available for SEED Initiative implementation, the distribution per grant program will be as follows (in approximate figures):

- **\$15,000,000 for the SEED Entrepreneurship Program (Grant Program 1)**
 - \$11,250,000 in micro-grants (to be disbursed by CBOs to SEED micro-grant awardees). This equals 75% of the total amount available for this grant program.
 - \$3,750,000 for program implementation (development and provision of entrepreneurial training; community outreach; selection of micro-grant awardees; disbursement of micro-grants; provision of technical assistance). This equals 25% of the total amount available for this grant program.
- **\$2,000,000 for the SEED Demonstration Project: Worker Cooperatives and Employee Ownership (Grant Program 2).** This funding is available to support worker cooperative development and employee ownership conversions, including micro-grants to worker cooperatives and employee-owned small enterprises.

The Agency and the ETP reserve the right to adjust or modify the grant distribution amounts for each grant program outlined above.

CBOs may submit proposals for funding in **either or both** the SEED Entrepreneurship Program and SEED Demonstration Project grant programs.

B. Grant Amounts and Disbursement

SEED Entrepreneurship Program (\$15,000,000)	GRANT AMOUNTS & DISBURSEMENT
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- **Micro-grant allocation (\$11,250,000):**

Of the total of \$15,000,000 available for SEED Entrepreneurship Program grants, 75% of these funds – approximately **\$11,250,000** – will be allocated for micro-grants to be disbursed to individuals in SEED target populations who complete the SEED entrepreneurial training and are awarded micro-grants through an application process. (See Section I.C., Grant Program 1.)

The average micro-grant amount should range from approximately \$2,500 to \$7,500. If there are circumstances that warrant an exception, micro-grants in the range of \$7,500

to \$10,000 may be awarded contingent upon adequate justification and documentation by the CBO grantee.

A CBO applicant must include the projected number of micro-grants and approximate range of micro-grant award amounts that it proposes to disburse, in the applicant's Project Proposal Narrative and proposed budget (see Section V, *Proposal Requirements, Evaluation, and Award*). CBOs should keep in mind that if the average micro-grant amount ranges from approximately \$2,500 to \$7,500, this would mean a total of approximately 1,500 to 4,500 micro-grants could be awarded from the total amount of \$11,250,000 allocated to the micro-grants.

The entire amount of \$11,250,000 allocated for micro-grants may only be used for that purpose. Staffing and any other costs (direct or indirect) of a CBO relating to disbursement of the micro-grants cannot be drawn from the micro-grant allocation of \$11,250,000 and must be covered instead by the \$3,750,000 allocated for program implementation costs as set forth in the following subsection.

- **Program implementation allocation (\$3,750,000):**

Of the total of \$15,000,000 available for SEED Entrepreneurship Program grants, 25% of these funds – approximately **\$3,750,000** – will be allocated for CBO grantees to implement all the program components supporting the micro-grants: SEED entrepreneurial training development and implementation, community outreach, selection of micro-grant awardees, disbursement of micro-grants (e.g., staffing to implement disbursement), and provision of technical assistance to micro-grant awardees. (See Section I.C., Grant Program 1.)

- **Allowable uses of grant funds:**

Micro-grants may only be awarded to individuals who have completed the SEED entrepreneurial training and must be used to help the individual start or maintain a small business that addresses a social problem or meets a community need, as determined by the CBO as part of its micro-grant selection criteria. Micro-grants may not be used for any other purpose.

Allowable program expenses are those relating to the implementation of the program components supporting the micro-grants (see subsection immediately above).

Each CBO applicant must describe the staffing and other costs, direct and indirect, associated with implementing these program components, subject to the following:

- Seventy-five percent (75%) of the CBO applicant's total grant award request must be allocated toward micro-grants. No program expenses (direct or indirect) can be included as part of the 75% grant allocation for micro-grants, which must be a separate budget line item.

- Twenty-five percent (25%) of the CBO applicant's total grant award request must be sufficient to cover all costs (direct and indirect) of program implementation (SEED entrepreneurial training development and implementation, community outreach, selection of micro-grant awardees, disbursement of micro-grants (e.g., staffing to implement disbursement), and provision of technical assistance to micro-grant awardees).
- The maximum percentage of indirect costs allowed will be six percent (6%) of the CBO applicant's total grant award request.

Illustration #1 provides an example of the required budget allocations when a **single CBO submits a proposal** for a SEED Entrepreneurship Program grant award.

ILLUSTRATION #1: Single CBO Proposal

*One CBO applies for a **total grant award of \$1,000,000** to implement all program components of the SEED Entrepreneurship Program.*

- **\$750,000** (75% of the total grant award request of \$1 million) must be allocated in full toward micro-grants. No program expenses (direct or indirect) of the CBO can be taken from this allocation.
- The remaining **\$250,000** (25% of the total grant award request of \$1 million) **must cover all of the costs (direct and indirect)** of the CBO to implement this grant program.
 - **Of this \$250,000, the maximum amount allowed for indirect costs of the CBO is \$60,000** (6% of the total grant award request of \$1 million).
 - If \$60,000 is allocated for indirect costs, that means a total of \$190,000 would be allocated for direct costs.

Illustration #2 provides an example of the required budget allocations **when a joint proposal is submitted** for a SEED Entrepreneurship Program grant award.¹

The SFP explains that for joint proposals, there must be **one lead CBO that applies for the SEED grant and submits the joint proposal**, including filling out and signing the

¹ CBOs are strongly encouraged to utilize their respective expertise to collaborate on implementation of the SEED Entrepreneurship Program grant – particularly if a joint proposal would enhance the capacity to serve more participants and reach diverse SEED target populations. (See SFP Section I.C., p. 6.)

required forms and providing information for each participating CBO in the Project Proposal Narrative; that submits the overall budget for the entire proposal, in addition to clearly and separately outlining the budget of each participating CBO (which should also be incorporated in the overall budget); that acts as the contracting and fiscal agent with the State; that enters into all appropriate subcontracts with the other CBOs participating in the joint proposal to implement the SEED grant; that is ultimately responsible for **all** grant award performance and deliverables, implementation activities, and reporting obligations; and that is responsible for requesting disbursement of grant funds (per performance benchmarks as discussed in Section III.B. of the SFP), and for releasing and distributing funds to the subcontracted CBOs after the grant is awarded. (See SFP Section II.A., p. 13.)

ILLUSTRATION #2: Joint Proposal

*One lead CBO plus two additional CBOs (for a total of three CBOs) participate in a joint proposal for the SEED Entrepreneurship Program grant. **The lead CBO is the applicant** that submits the joint proposal for a **total grant award of \$1,000,000** (the total amount for all three CBOs to implement this grant).*

- ***\$750,000** (75% of the total grant award request of \$1 million) must be allocated in full toward micro-grants. No program expenses (direct or indirect) of the lead CBO or participating CBOs can be taken from this allocation.*
- *The remaining **\$250,000** (25% of the total grant award request of \$1 million) **must cover all of the lead CBO's and participating CBOs' costs (direct and indirect)** to implement this grant program.*
 - ***Of this \$250,000**, the maximum amount allowed for **indirect costs is \$60,000** (6% of the total grant award request of \$1 million). The maximum amount of \$60,000 in indirect costs can be allocated in any manner among the CBOs, including dividing it up among all or a subset of the CBOs, or allocating the entire amount to one of the CBOs.*
 - *If \$60,000 is allocated for indirect costs, that means a total of \$190,000 would be allocated for direct costs.*
 - *In the joint proposal, the lead CBO must submit the overall budget and separately outline the budgets of each participating CBO. The lead CBO and participating CBOs have the flexibility to work together to determine their separate budgets within the parameters above – so that total program costs of all CBOs (direct and indirect) do not exceed \$250,000, and within that total, the amount of*

indirect costs does not exceed \$60,000 (however this amount is allocated among the CBOs).

Similarly, with respect to SEED's other grant program (the Demonstration Project on Worker Cooperatives and Employee Ownership), CBOs are strongly encouraged to collaborate in a joint proposal to launch a demonstration project for the development and/or support of worker cooperatives or employee-owned small businesses in more than one low-wage industry. (See SFP Section I.C., p. 12.)

- **No cap on grant amount:**

There is no cap on the grant amount, subject to the limit of \$15,000,000 in funds available for this grant program. However, SEED Entrepreneurship Program grants will be awarded to maximize the amount of micro-grants available for SEED target populations, with 75% of the grant award allocated for that purpose (as described above).

- **Disbursement of SEED Entrepreneurship Program grant payments:**

Disbursement of the SEED Entrepreneurship Program grant award to the CBO grantee will be based on performance benchmarks.

- **25% of the CBO grantee's total grant award will be disbursed to the CBO at the beginning of their grant term**, based on projected estimates of the number of SEED participants who will be selected for and awarded micro-grants by the CBO and the estimated micro-grant amounts, as contained within the grant proposal.
- Subsequent disbursements to the CBO grantee will be made as follows:
 - Once the CBO grantee has selected 25% of its total projected number of micro-grant awardees, the second 25% of the CBO's total grant award will be disbursed.
 - Once the CBO grantee has selected 50% of its total projected number of micro-grant awardees, the third 25% of the CBO's total grant award will be disbursed.
 - Once the CBO grantee has selected 75% of its total projected number of micro-grant awardees, the final 25% of the CBO's total grant award will be disbursed.
 - Any disbursement payment otherwise due shall be withheld by the ETP if a quarterly or other required report from the CBO grantee (see Section II.C., *Performance Measures, Data Collection, and Reporting Requirements*) is past due or was submitted with incomplete information. Payment shall only be made after any and all such outstanding reports have been submitted in full by the CBO and deemed complete by the ETP.
 - This disbursement schedule may be adjusted or modified, if determined to be appropriate by the ETP after consultation with the CBO grantee, in the grant award contract with the CBO grantee.

- To request payment, the CBO grantee will notify the ETP (by emailing Jana Lazarewicz at jana.lazarewicz@etp.ca.gov) once it has reached each performance benchmark. To make this payment request, the CBO grantee will be required to submit documentation (in a form to be determined by the ETP) indicating that the CBO has selected individual graduates of the SEED entrepreneurial training to receive micro-grants, including data on the number of individuals selected to receive micro-grants to date relative to the total number of individuals projected to receive micro-grants, the micro-grant amount for each individual selected, and the requested use of the micro-grant funds.

- **Recuperation of funds:**

At the end of the first six months of the grant term, the ETP will assess if the CBO is meeting its projected estimates of the number of micro-grant awardees and whether the grant amount should be adjusted or “right-sized.”

- If the assessment shows that the CBO has selected less than 25% of its total projected number of micro-grant awardees, at the ETP’s discretion, the remaining funds originally awarded to the CBO grantee may be “right-sized” to an amount that equals the same performance percentage reached in the first six months of the grant, extrapolated over the remainder of the grant term.
- If the grant award is “right-sized,” new performance benchmarks (set in 25% portions of remaining total projected micro-grant awardees) will be set, which then must be met in order to request additional fund disbursements (also in 25% portions of remaining allocated funds), in order to continue following the fund disbursement schedule and its requirements as outlined above.
- The balance remaining between the original grant award and the “right-sized” amount shall be returned to the ETP and may be reallocated to other CBO grantees if appropriate, as determined by the ETP.

At the end of the grant term, any grant funds not expended by the CBO during the grant agreement period shall be returned to the State, including any previously disbursed funds allocated toward micro-grants that have not been used. CBO grantees must demonstrate through sufficient documentation (to be determined by the ETP in consultation with the CBO grantee) that all micro-grant funds have actually been expended by the CBO for that purpose; any previously disbursed micro-grant funds for which there is insufficient documentation that the funds were actually utilized for micro-grants must be returned. Please note that administrative costs (that are part of the CBO’s grant funds) will also be recaptured, as appropriate, based upon expenditure rates.

SEED Demonstration Project: Worker Cooperatives and Employee Ownership (\$2,000,000)	GRANT AMOUNTS & DISBURSEMENT
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A total of **\$2,000,000** in funds are available for the SEED Demonstration Project on Worker Cooperatives and Employee Ownership.

- **Allowable uses of funds:**

Allowable program expenses are those relating to the CBO's implementation of the components of the SEED Demonstration Project in a low-wage industry or industries: launching and/or supporting the development, incubation, or capacity building of worker cooperatives or conversions of small businesses to employee ownership; development and implementation of a worker training curriculum; micro-grants; and technical assistance to support the worker cooperative or employee-owned small business (see Section I.C., Grant Program 2).

At least fifteen percent (15%) of the CBO's total grant award request must be allocated for micro-grants to start or sustain a worker cooperative or employee-owned small enterprise in a low-wage industry or industries. Each CBO applicant must describe its initial estimate of the number of micro-grants that will be utilized and the approximate range of the micro-grant amount(s), as well as their anticipated intended use, in the applicant's Project Proposal Narrative and proposed budget (see Section V, *Proposal Requirements, Evaluation, and Award*).

Each CBO applicant must describe the staffing and other costs, direct and indirect, associated with implementing the proposed Demonstration Project. The maximum percentage of indirect costs allowed will be fifteen percent (15%) of the CBO's total grant award.

- **No cap on grant amount:**

There is no cap on the grant amount, subject to the limit of \$2,000,000 in funds available for this grant program.

- **Disbursement of SEED Demonstration Project grant payments:**

Disbursement of the SEED Demonstration Project grant award to the CBO grantee will be based on submission by the CBO of the following deliverables indicating that performance benchmarks have been met:

- 30% of the CBO grantee's total grant award will be disbursed upon the CBO's submission to the ETP of a master action plan and timetable for the CBO's formation, incubation, support, and/or capacity building of the proposed worker

cooperative(s) or employee-owned business(es) in the low-wage industry or industries that are the subject of the proposal.

- An additional 35% of the CBO's total grant award will be disbursed upon the CBO's submission to the ETP of the following: (1) the linguistically and culturally appropriate training curriculum and materials that the CBO has developed to help support the formation, incubation, and/or capacity building of the worker cooperative or employee-owned small business; and (2) the implementation plan for providing the training to workers.
- An additional 35% of the CBO's total grant award will be disbursed upon the CBO's submission to the ETP of its final plan and timetable for distribution of the micro-grant(s) that includes its final analysis and determination of the amount and number of micro-grant(s), and how they will be used to support the worker cooperative or employee-owned business. The final plan must set forth disbursement of micro-grants of at least 15% of the CBO's total grant award.
- Each disbursement payment shall only be made upon the ETP's determination that the deliverable is complete. Payments based on the performance benchmarks do not need to be made in any particular sequence, as long as the ETP has determined that the completed deliverable has been submitted.
- Any disbursement payment otherwise due shall be withheld by the ETP if a quarterly or other required report from the CBO grantee (see Section II.C., *Performance Measures, Data Collection and Reporting Requirements*) is past due or was submitted with incomplete information. Payment shall only be made after any and all such outstanding reports have been submitted in full by the CBO and deemed complete by the ETP.
- This disbursement schedule may be adjusted or modified, if determined to be appropriate by the ETP after consultation with the CBO grantee, in the grant award contract with the CBO grantee.
- To submit the deliverables and request payment, the CBO grantee will notify the ETP (by emailing Jana Lazarewicz at jana.lazarewicz@etp.ca.gov).

- **Recuperation of funds:**

At the end of the first six months of the grant term, the ETP will assess if the CBO has met any two of the three performance benchmarks above and whether the grant amount should be adjusted if two performance benchmarks have not been met. If so, the remaining grant award may be reduced at the ETP's discretion. Any such reduction in funds shall be returned to the ETP and may be reallocated to other CBO grantees if appropriate, as determined by the ETP.

At the end of the grant term, any grant funds not expended during the grant agreement period shall be returned to the State, including any previously disbursed funds allocated toward micro-grants that have not been used. CBO grantees must demonstrate through sufficient documentation (to be determined by the ETP in consultation with the CBO grantee) that all micro-grant funds have actually been expended by the CBO for that purpose; any previously disbursed micro-grant funds for which there is insufficient documentation that the funds were actually utilized for micro-grants must be returned. Please note that administrative costs (that are part of the CBO's grant funds) will also be recaptured, as appropriate, based upon expenditure rates.

C. Additional Information

Funding requests should align with the CBO applicant's proposed scope of work, activities, and goals. Funding amount requests should be clearly justified and outlined in the Project Proposal Narrative and proposed budget that must be submitted (see Section V, *Proposal Requirements, Evaluation, and Award*) – including a breakdown of all costs within a line item. If this level of detail is not provided, the proposal may be disqualified due to unclear budget and use of grant funds.

If additional information is needed from a CBO to justify funding requests, the ETP reserves the right to request additional information. The ETP also reserves the right to adjust the grant award amount, based on a final determination of the appropriate scope of work, activities, outcomes, and deliverables of the CBO grantee. In determining final grant award amounts, factors will be considered such as the number of SEED community members proposed to be served and the scale of proposed activities, in conjunction with other factors such as geographic distribution of funds and the specific SEED target populations to be served.

Final grant award amounts shall also be considered in the context of how each CBO grantee's proposed scope of work, activities, outcomes, and deliverables fit together collectively with respect to the total amount of available funding and the intended grant distribution amounts for each grant program (see Section III.A., *Funding Availability*).

D. Significant Dates

Event	Date
Release of Solicitation for Proposals (SFP)	January 11, 2022

Proposal Webinars <ul style="list-style-type: none"> ○ RSVP for Webinars <ul style="list-style-type: none"> ▪ Webinar 	Available on ETP website January 12, 2022 10 AM Pacific Standard Time
All Proposals Due	February 8, 2022 February 15, 2022 (revised date)
Award Announcement*	March 2022
Program Start Date*	June 2022

**All dates after the final proposal submission deadline are approximate and may be adjusted as conditions dictate, without an addendum to this SFP.*

The anticipated grant term is June 1, 2022 through May 31, 2024. The SEED Initiative is subject to any additional conditions that may be established by the Legislature which may affect whether the grant term may be extended.

E. SFP Webinar

A Proposal Webinar will be held by the ETP on January 12, 2022 (10 AM Pacific Standard Time) for prospective applicants. The purpose of the webinar is to present an overview of the SEED grant program, answer questions from prospective applicants, and provide clarity regarding the SFP instructions. Although participation is not required, prospective applicants are strongly encouraged to attend and to come prepared to ask questions, as a separate written Q&A option will not be provided.

Questions will be taken during the Proposal Webinar via the chat feature and will be posted on the ETP website. Any verbal communication with the ETP concerning this SFP is not binding on the State and shall in no way alter a specification, term, or condition of the SFP. Webinar details and RSVP are available on the ETP website.

To adhere to the legality and transparency requirements of the solicitation process, individual staff at the ETP or Agency will not respond directly to inquiries or engage with potential applicants outside of the Proposal Webinars.

Section IV - Proposal Submission Instructions

This SFP contains the requirements that applicants must meet in order to submit a responsive proposal. The SFP provides information regarding the format in which proposals must be submitted, the documents to be included, the requirements that must be met to be eligible for consideration, and the applicant's responsibilities.

The following are incorporated by reference as part of this SFP:

- GTC - 04/2017 – General Terms and Conditions for all contracts except Interagency Agreements
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This document can be found on the [California Department of General Services](#) website.

A. Proposal Deadline

The deadline for receipt of proposals is ~~February 8, 2022~~ **February 15, 2022 (revised date)**.

All proposals must be submitted through the Cal-E-Grants system or before this deadline. **Late proposals will not be accepted. Exceptions will not be allowed and there is no appeal for not meeting the proposal deadline.**

If you are applying for both grant programs, **two separate applications must be submitted. Combined applications will not pass technical review and will not be scored or considered for funding.**

Documents required in the proposal submission are listed in Section V.B., *Required Forms*.

Section V - Proposal Requirements, Evaluation, and Award

A. Proposal Requirements

In addition to full compliance with the proposal submission instructions (see Section IV), all proposals must meet the proposal requirements indicated in this Section in order to be competitive, and must include all of the requested information and completed required

forms and documents (see following subsection, *Required Forms*). **Proposals that do not adhere to these requirements will not pass technical review and will not be scored or considered for funding.**

B. Required Forms

The following tables list the required forms that must be completed and uploaded into the Cal-E-Grants system.

SEED ENTREPRENEURSHIP PROGRAM	Form / Document Provided on ETP website?	Applicant Must Provide Own Form / Document?
REQUIRED FORM / DOCUMENT AND DESCRIPTION		
<input type="checkbox"/> Proof of Non-Profit Status*	NO	YES
<input type="checkbox"/> STD 204 Form ** <i>Department of Finance standardized form**</i>	YES	NO
<input type="checkbox"/> STD 205 form ** <i>Department of Finance standardized form**</i>	YES	NO

SEED DEMONSTRATION PROJECT: WORKER COOPERATIVES AND EMPLOYEE OWNERSHIP	Form / Document Provided on ETP website?	Applicant Must Provide Own Form / Document?
REQUIRED FORM / DOCUMENT AND DESCRIPTION		
<input type="checkbox"/> Proof of Non-Profit Status*	NO	YES
<input type="checkbox"/> STD 204 Form ** <i>Department of Finance standardized form**</i>	YES	NO
<input type="checkbox"/> STD 205 Form ** <i>Department of Finance standardized form**</i>	YES	NO

*Under both SEED grant programs, proof of the CBO applicant's non-profit status is required. **When a joint proposal is submitted by the lead CBO applicant, the lead CBO must submit proof of non-profit status for itself and for each of the CBOs participating in the joint proposal.**

To apply for SEED grants, all applicants are required to upload the forms indicated in the tables above when completing an application in the Cal-E-Grants system, and to adhere to the specific instructions for each form. Forms that are provided as part of this SFP can be downloaded from the ETP's website.

C. Proposal Evaluation and Scoring

Proposals will go through a two-part review process: (1) technical review; and (2) scoring. The initial technical review ensures that applications adhere to the proposal submission requirements outlined in this Section and Section IV. To pass the initial technical review, proposals must:

- Be submitted by ~~February 8, 2022~~ February 15, 2022 (revised date) (see Section IV.A.)
- Submit two separate and complete proposals, not combined proposals, if the applicant is applying for both the SEED Entrepreneurship Program grant and the SEED Demonstration Project grant (see Section IV.B.)
- Include all required forms/documents indicated in the tables above and be complete (see Section V.B.)

The ETP reserves the right to waive any immaterial defect in an applicant's proposal; however, any such waiver shall in no way modify the document or excuse the successful applicant from full compliance with the proposal requirements after the grant is awarded.

Only those proposals that pass the initial technical review will continue to the next step to be scored.

Proposals will be scored and ranked based on the criteria and total point values set forth in the tables below.

SEED Entrepreneurship Program:

There are a total of ten (10) Sections that must be addressed by the applicant to submit a complete application for this grant. For a joint proposal involving two or more CBO's the lead CBO is the applicant that should complete each Section.

Evaluation Criteria	Maximum Points
Section 1: Statement of Need - SEED target population(s) to be served	10

<p>Describe the specific SEED target population(s) that you propose to serve, including detail about their demographic, linguistic, and geographic characteristics and any additional barriers to employment that they face. This may include:</p> <ul style="list-style-type: none"> • Geographic location • Industry • Race • Ethnicity • Gender • Language(s) spoken • Age group/range • Additional barriers to employment (explain) 	
<p>Section 2: Entrepreneurial training development and implementation</p> <p>Describe your goals, outcomes, strategies, activities, performance metrics, deliverables, and timeline for implementation of this component of the grant, including:</p> <ul style="list-style-type: none"> • In general, the main components and subject areas of the uniform entrepreneurial training curriculum that you will develop, including the types of training materials that will be developed as part of this curriculum. • Based on the training curriculum that you develop, the method(s) you will use to provide training for the intended SEED target population(s). • The strategies you will employ to ensure that the entrepreneurship training curriculum is linguistically and culturally accessible for the intended SEED target population(s) of your proposal, including the language(s) into which you will translate the training curriculum and the language(s) that will be utilized to provide the trainings. • The documentation method you will utilize to indicate when an individual has successfully completed the SEED training, and how it will be administered and tracked. • Quarterly program activities, including the training materials and/or other deliverables that will be developed, and the timeline for development and implementation of this component. • Quarterly performance metrics that correlate with the progress of your proposed grant deliverables, including at minimum, the projected number of individuals from SEED target population(s) who will participate in the entrepreneurial training, and how such metrics will be captured and tracked. • The anticipated successful outcomes of implementing this program component. • If your application is a joint proposal of two or more CBOs: Identify which CBO(s) will be implementing this program component and, if appropriate, which CBO will be taking primary responsibility. 	10

<p>Section 3: Community outreach</p> <p>Describe your goals, outcomes, strategies, activities, performance metrics, deliverables, and timeline for implementation of this component of the grant, including:</p> <ul style="list-style-type: none"> • The linguistically and culturally appropriate strategies you will utilize to conduct outreach to the intended SEED target population(s) about the SEED Initiative, including to foster awareness of SEED entrepreneurial training opportunities and SEED micro-grants, to generate interest in SEED target populations to participate in SEED, and to communicate success stories. • The language(s) in which the outreach will be conducted. • The outreach methods you will utilize and why, such as any use of written materials, social media, ethnic media, other media, or other forms of community engagement. • Strategies and methods you will employ to connect individuals who are reached through your outreach activities to SEED entrepreneurial training. • Quarterly program activities, including the types of materials and/or other deliverables that will be developed, and the timeline for development and implementation of this component. • Quarterly performance metrics that correlate with the progress of your proposed grant deliverables, including at minimum, the projected number of individuals from SEED target population(s) who will be reached through your community outreach efforts, and how such metrics will be captured and tracked. • The anticipated successful outcomes of implementing this program component. • If your application is a joint proposal of two or more CBOs: Identify which CBO(s) will be implementing this program component and, if appropriate, which CBO will be taking primary responsibility. 	<p>5</p>
<p>Section 4: Selection of micro-grant awardees</p> <p>Describe your goals, outcomes, strategies, activities, performance metrics, deliverables, and timeline for implementation of this component of the grant, including:</p> <ul style="list-style-type: none"> • The linguistically and culturally appropriate methods you will utilize to inform individuals who are enrolled in SEED entrepreneurial training about their eligibility to apply for micro-grants once they have completed the training, and to assist them in applying. • The methods and procedures you will utilize to develop and implement a uniform micro-grant application, including identifying the categories of information that should be included and the language(s) into which the application will be translated. 	<p>10</p>

<ul style="list-style-type: none"> • The methods and procedures you will utilize to review the micro-grant applications. • The methods and procedures you will utilize to develop and implement uniform selection criteria for awarding micro-grants that align with the public policies underlying the SEED Initiative. • The methods and procedures you will utilize to coordinate disbursement of micro-grants after selection of micro-grant awardees. • Quarterly program activities, including the types of materials and/or other deliverables that will be developed, and the timeline for development and implementation of this component. • Quarterly performance metrics that correlate with the progress of your proposed grant deliverables, including at minimum, the projected number of individuals from SEED target population(s) who will be selected to receive micro-grants, and how such metrics will be captured and tracked. • The anticipated successful outcomes of implementing this program component. • If your application is a joint proposal of two or more CBOs: Identify which CBO(s) will be implementing this program component and, if appropriate, which CBO will be taking primary responsibility. 	
<p>Section 5: Disbursement of micro-grants</p> <p>Describe your goals, outcomes, strategies, activities, performance metrics, deliverables, and timeline for implementation of this component of the grant, including:</p> <ul style="list-style-type: none"> • The methods and procedures you will utilize to coordinate the micro-grant selection process with the disbursement process, so that SEED micro-grant awardees receive their micro-grants in a timely manner. • The strategies you will employ to ensure that the micro-grant disbursement process that you develop and implement is linguistically and culturally accessible for the intended SEED target population(s) of your proposal. • The systems and procedures, including documentation protocols, that you will utilize to maintain overall fiscal and program integrity. • The systems and procedures, including documentation protocols, that you will utilize to ensure that micro-grants are limited to one per individual and one per business entity and for verifying that micro-grants are utilized for their intended purpose. • Quarterly program activities, including the types of materials and/or other deliverables that will be developed, and the timeline for development and implementation of this component. • Quarterly performance metrics that correlate with the progress of your proposed grant deliverables, including at minimum, the 	5

<p>projected number of micro-grants to be awarded, and the projected approximate range of micro-grant award amounts, and how such metrics will be captured and tracked.</p> <ul style="list-style-type: none"> • The anticipated successful outcomes of implementing this program component. • If your application is a joint proposal of two or more CBOs: Identify which CBO(s) will be implementing this program component and, if appropriate, which CBO will be taking primary responsibility. 	
<p>Section 6: Provision of technical assistance to micro-grant awardees</p> <p>Describe your goals, outcomes, strategies, activities, performance metrics, deliverables, and timeline for implementation of this component of the grant, including:</p> <ul style="list-style-type: none"> • The anticipated technical assistance needs of individuals who will receive micro-grant awards. • Your projected plan to provide technical assistance to micro-grant awardees (e.g., either in-house or by engaging with another entity or entities to provide technical assistance). • The approach and methods you will utilize to assess and determine the forms of technical assistance that will actually be provided to micro-grant awardees. • Quarterly program activities, including the types of materials and/or other deliverables that will be developed, and the timeline for development and implementation of this component. • Quarterly performance metrics that correlate with the progress of your proposed grant deliverables, including at minimum, the projected number of micro-grant awardees who will receive technical assistance, and how such metrics will be captured and tracked. • The anticipated successful outcomes of implementing this program component. • If your application is a joint proposal of two or more CBOs: Identify which CBO(s) will be implementing this program component and, if appropriate, which CBO will be taking primary responsibility. 	5
<p>Section 7: Organizational background and project team</p> <p>Describe all of the following:</p> <ul style="list-style-type: none"> • Your organization's history, vision and mission, and examples of some of the typical work your organization is involved in. You may also include a description of any partnerships or networks that your organization participates in. • Your organization's demonstrated track record of building trust and credibility in immigrant and limited English proficient communities, 	25

<p>and expertise in developing and implementing culturally and linguistically effective programs to serve SEED target populations. Include the number of years your organization has served these populations and in what capacity, the numbers of individuals in SEED target populations your organization has served, and the geographical reach of such programs.</p> <ul style="list-style-type: none"> • Your organization's experience, knowledge, and capacity in developing, operating, and/or managing programs that demonstrate your ability to effectively implement all the program components under Sections 2-6 above for SEED target population(s), including programs to promote immigrant entrepreneurship, to conduct linguistically and culturally appropriate outreach and education, and to award and distribute funds such as micro-grants or stipends. • Your organization's capacity to fulfill and manage the administrative and fiscal responsibilities under this grant. • Your organization's commitment and capacity to promote equity, inclusion, and socially responsible approaches, including high road employment, in implementing this grant. • Staff at your organization who will be the key team members to implement this grant, including project lead(s), and their roles and responsibilities with respect to this grant. For each key team member, also summarize their qualifications, experience, capabilities, and credentials. • If your application is a joint proposal of two or more CBOs: <ul style="list-style-type: none"> ○ For the lead CBO applicant and each participating CBO, provide responses to all of the bullet points above in this Section, and, as appropriate, tailor the response to the specific program component(s) under Sections 2-6 above that each CBO will be implementing. 	
<p>Section 8: Data collection and reporting</p> <p>Describe your proposed data collection methods and reporting procedures, including the following:</p> <ul style="list-style-type: none"> • The systems and procedures that will be utilized to ensure timely and adequate documentation and tracking of the implementation of each program component, including performance metrics and outcomes, under Sections 2-6 above. • The systems and procedures that will be utilized to ensure timely, complete, and accurate reporting of information as required under this grant. • If this is a joint proposal of two or more CBOs, describe the foregoing with respect to the lead CBO and all participating CBOs. 	5
<p>Section 9: Overall program coordination and integration</p>	5

Describe how all program components will be coordinated, monitored, and evaluated to create one integrated program, in order to achieve effective execution of all program components under this grant, and to maximize your capacity to award micro-grants. If this is a joint proposal of two or more CBOs, describe how such coordination, monitoring, and evaluation will occur between the lead and all participating CBOs.	
Section 10: Proposed budget Provide a proposed budget for your grant request which shows that all program components to be implemented under this grant are adequately resourced-and successful outcomes can be achieved. Include a detailed breakdown of all program expenses, such as: <ul style="list-style-type: none"> • Identification of position(s) to be funded • Salary rates or ranges • Percentage of time devoted to program implementation • Any fringe benefits • Operating expenses • Travel and per diem expenses • Overhead and indirect costs <p>If your application is a joint proposal of two or more CBOs: The lead CBO must submit an overall budget for the entire proposal, which should incorporate separate line items for the budgets of each CBO participating.</p> <p>Proposed budgets should adhere to the micro-grant allocation framework and requirements regarding the allowable uses of funds under this grant.</p>	20
Total Maximum	100
Bonus for Joint Proposal (If Sections 1 through 10 have been completed and the proposal is deemed meritorious)	5

SEED Demonstration Project: Worker Cooperatives and Employee Ownership:

There are a total of eight (8) Sections that must be addressed by the applicant to submit a complete application for this grant. For a joint proposal involving two or more CBO's the lead CBO is the applicant that should complete each Section.

Evaluation Criteria	Maximum Points
Section 1: Statement of Need - Low-wage industry & SEED target populations Describe the following:	10

<ul style="list-style-type: none"> • The low-wage industry or industries, including geographic location, that are the focus of your proposal. • The demographic and linguistic characteristics of the workers whom you will be engaging to start or sustain the worker cooperative(s) or employee-owned small business(es), and how these workers are among SEED target populations. This may include: <ul style="list-style-type: none"> ○ Race ○ Ethnicity ○ Gender ○ Language(s) spoken ○ Age group/range ○ Additional barriers to employment (explain) 	
<p>Section 2: Summary of worker cooperative or employee-owned small business</p> <p>Describe all of the following:</p> <ul style="list-style-type: none"> • The worker cooperative(s) or employee-owned small business(es) that you propose to start or sustain in the low-wage industry, including where applicable, the purpose, business model, decision-making process and structure, and employment practices of the cooperative(s) or business(es). • The strategies you will utilize to ensure that your project incorporates linguistically and culturally appropriate approaches. • The measurable outcomes in terms of what your proposal seeks to accomplish within the grant period, the timeline to produce these outcomes, and how such outcomes will be captured and tracked. • The performance metrics you will utilize to determine how your proposal has successfully supported the entrepreneurship and economic mobility of SEED target populations who face significant employment barriers, and how such measures will be captured and tracked. • How your proposal will promote high road practices, worker voice, and economic equity in the low-wage industry or industries that are the focus of your proposal. • If your application is a joint proposal of two or more CBOs: For each CBO, identify its roles, responsibilities, and activities in implementing this grant (including with respect to each worker cooperative or employee-owned business that will be launched or sustained under your proposal), and how roles, responsibilities, and activities will be coordinated, monitored, and evaluated to achieve effective grant execution and outcomes. 	25
<p>Section 3: Worker training curriculum to support worker cooperative or employee-owned small business</p>	5

<p>Describe your goals, outcomes, strategies, activities, performance metrics, deliverables, and timeline for implementation of this component of the grant, including:</p> <ul style="list-style-type: none"> • In general, the main components and subject areas of the training curriculum you will design to help support the formation, incubation, and/or capacity building of the worker cooperative(s) or employee-owned small business(es) in the low-wage industry or industries that are the subject of your proposal, including the types of training materials that will be developed as part of this curriculum. • Based on the curriculum that you develop, the method(s) you will use to provide the training for worker participants. • The strategies you will employ to ensure that the training curriculum is linguistically and culturally accessible for worker participants, including the language(s) into which you will translate the training curriculum and the language(s) that will be utilized to provide the trainings. • The documentation method you will utilize to indicate when worker participants have successfully completed the training, and how it will be administered and tracked. • Quarterly program activities, including the training materials and/or other deliverables that will be developed, and the timeline for development and implementation of this component. • Quarterly performance metrics that correlate with the progress of your proposed grant deliverables, and how such metrics will be captured and tracked. • The anticipated successful outcomes of implementing this program component. 	
<p>Section 4: Micro-grants to help start or maintain worker cooperative or employee-owned small business</p> <p>Describe your goals, outcomes, strategies, activities, performance metrics, deliverables, and timeline for implementation of this component of the grant, including:</p> <ul style="list-style-type: none"> • Your initial estimate of the number of micro-grants, and the approximate range of the micro-grant amount(s), that will help to launch or sustain the worker cooperative(s) or employee-owned small business(es), including an explanation of how the micro-grant(s) will be used. • The approach and methods that will be utilized to assess the needs of the worker cooperative or employee-owned small business for a micro-grant, to evaluate the most effective use of the micro-grant(s), and to make a final determination of the appropriate utilization, amount, and number of micro-grant(s). • The approach and methods you will utilize to develop and implement a plan and timetable for distribution of the micro-grants, 	5

<p>after final determination of the need, use, amount, and number of micro-grant(s).</p> <ul style="list-style-type: none"> • The systems and procedures, including documentation protocols, that you will use to verify that micro-grants are utilized for their intended purpose, and to ensure overall fiscal and program integrity. • Quarterly program activities and deliverables, and the timeline for development and implementation of this component. • Quarterly performance metrics that correlate with the progress of your proposed grant deliverables, and how such metrics will be captured and tracked. • The anticipated successful outcomes of implementing this program component. 	
<p>Section 5: Provision of technical assistance to worker cooperative or employee-owned small business</p> <p>Describe your goals, outcomes, strategies, activities, performance metrics, deliverables, and timeline for implementation of this component of the grant, including:</p> <ul style="list-style-type: none"> • The anticipated technical assistance needs of the worker cooperative(s) or employee-owned business(es) and its worker members. • Your projected plan to provide technical assistance (e.g., either in-house or by engaging with another entity or entities to provide technical assistance). • The approach and methods you will utilize to assess and determine the forms of technical assistance that will actually be provided to the worker cooperative(s) or employee-owned business(es) and its worker members. • Quarterly program activities, including the types of materials and/or other deliverables that will be developed, and the timeline for development and implementation of this component. • Quarterly performance metrics that correlate with the progress of your proposed grant deliverables, and how such metrics will be captured and tracked. • The anticipated successful outcomes of implementing this program component. 	5
<p>Section 6: Organizational background and project team</p> <p>Describe all of the following:</p> <ul style="list-style-type: none"> • Your organization's history, vision and mission, and examples of some of the typical work your organization is involved in. You may also include a description of any partnerships or networks that your organization participates in. 	25

<ul style="list-style-type: none"> • Your organization’s demonstrated track record of building trust and credibility in immigrant and limited English proficient communities, and expertise in developing and implementing culturally and linguistically effective programs to serve SEED target populations. Include the number of years your organization has served these populations and in what capacity, the numbers of individuals in SEED target populations your organization has served, and the geographical reach of such programs. • Your organization’s experience, knowledge, and capacity in developing, operating, and/or managing programs that promote innovative and socially responsible business models such as worker-owned enterprises and cooperatives. • Your organization’s experience working with SEED target populations in low-wage industries such as homecare, domestic work, car wash, janitorial, street vending, restaurant, and other industries. • Your organization’s industry knowledge of low-wage industries such as homecare, domestic work, car wash, janitorial, street vending, restaurant, and other industries. • Your organization’s capacity to fulfill and manage the administrative and fiscal responsibilities under this grant. • Your organization’s commitment and capacity to promote equity, inclusion, and socially responsible approaches, including high road employment, in implementing this grant. • Staff at your organization who will be the key team members to implement this grant, including project lead(s), and their roles and responsibilities with respect to this grant. For each key team member, also summarize their qualifications, experience, capabilities, and credentials. • If your application is a joint proposal of two or more CBOs: <ul style="list-style-type: none"> ○ For the lead CBO applicant and each participating CBO, provide responses to all of the bullet points above in this Section. 	
<p>Section 7: Data collection and reporting</p> <p>Describe your proposed data collection methods and reporting procedures, including the following:</p> <ul style="list-style-type: none"> • The systems and procedures that will be utilized to ensure timely and adequate documentation and tracking of the implementation of this proposal, including performance metrics and outcomes. • The systems and procedures that will be utilized to ensure timely, complete, and accurate reporting of information as required under this grant. • If this is a joint proposal of two or more CBOs, describe the foregoing with respect to the lead CBO and all participating CBOs. 	5

<p>Section 8: Proposed budget</p> <p>Provide a proposed budget for your grant request which shows that all program components to be implemented under this grant are adequately resourced and successful outcomes can be achieved. Include a detailed breakdown of all program expenses such as:</p> <ul style="list-style-type: none"> • Identification of position(s) to be funded • Salary rates or ranges • Percentage of time devoted to program implementation • Any fringe benefits • Operating expenses • Travel and per diem expenses • Overhead and indirect costs <p>If your application is a joint proposal of two or more CBOs: The lead CBO must submit an overall budget for the entire proposal, which should incorporate separate line items for the budgets of each CBO participating.</p> <p>Proposed budgets should adhere to the micro-grant allocation framework and requirements regarding the allowable uses of funds under this grant.</p>	20
Total Maximum	100
<p>Bonus for Joint Proposal Involving More than One Low-Wage Industry (If Sections 1 through 8 have been completed and the proposal is deemed meritorious)</p>	5

D. Recommendation for Funding

The final scores will be ranked highest to lowest and will serve as a key basis for making recommendations for funding, in conjunction with other factors in order to ensure that SEED grants are distributed in an inclusive and equitable manner and to reach diverse SEED target populations throughout the state, especially those that are underserved and the most in need. Final awards will be based on which combination of proposals will achieve the most balance in terms of equity and/or geographic considerations and have the potential to have the most impact consistent with the statutory purpose of SEED.

Only those proposals deemed to be meritorious and in the best interests of the Agency and the ETP will be recommended for funding. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

The ETP reserves the right to adjust the total number of grants, as well as the duration and amount of each grant award. In some cases, the ETP may request that the grant award contract incorporate changes to the original grant proposals.

Grant awardees will be announced in **March 2022**. (As noted above, this date is approximate and may be adjusted as conditions dictate, without an addendum to this SFP.) CBO grantees may be required to present the outcomes of their grants to the full ETP Panel at one of their monthly meetings, on a date to be determined.

The ETP reserves the right to make additional awards to proposals not initially funded through this SFP, should additional funding become available.

E. Grantee Orientation Process

Following the start of the grant period, the ETP will conduct a Grantee Orientation webinar. The purpose of this mandatory orientation is to review the program requirements, invoicing and budget processes, data collection and reporting requirements and forms, as well as other grant management and monitoring activities.

F. Appeal

An appeal by an unsuccessful applicant must be **received** by the ETP no later than 5 (five) business days after the posting date of the notice of intent to award. The date or time on a postmark or other mail courier's documentation is irrelevant to satisfying the deadline for the ETP's receipt of any appeal. **Late appeals shall not be considered.**

The ETP will accept appeals by email or regular U.S. mail at the following address:

ATTN: SEED SFP APPEALS
Jana Lazarewicz
Employment Training Panel
1100 J St, 4th Floor
Sacramento, CA 95814
jana.lazarewicz@etp.ca.gov

To be considered for review, a timely appeal must consist of a written statement containing the following information:

- Appealing organization's full name, address, contact name and title, contact's email address, and telephone number.
- A brief statement of the reason(s) for appeal. Only those documents originally submitted by the applicant as part of the SFP may form the basis of an appeal.

- A statement of the relief sought.
- Original signature of the authorized signatory of the organization.

If the applicant has filed a timely appeal, the applicant may submit a supplemental written statement as to the basis of the appeal, which must be **received** by the ETP (via email or regular U.S. mail at the address above) within 5 calendar days of filing the appeal. The date or time on a postmark or other mail courier's documentation is irrelevant to satisfying this deadline for the ETP's receipt of a supplemental written statement. **Any late submission shall not be considered.**

The ETP will limit its review to the written statement and any supplemental written statement provided by the appealing applicant. The ETP will provide a written decision on the appeal, except in cases where the applicant withdraws or abandons the appeal. As noted above in Section IV.A., there is no appeal for the failure to meet the proposal deadline.

G. Disposition of Proposal

All materials submitted in response to this SFP will become the property of the ETP, and as such, are subject to the Public Records Act (Gov. Code, § 6250, et seq.). The ETP will disregard any language purporting to render all or portions of any application confidential.

After applications are evaluated and the notice of intent to award has been announced, all applications shall be available for public inspection. However, the contents of all proposals, draft SFPs, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a CBO's application shall be held in the strictest confidence until the award is made. The ETP shall hold the content of all working papers and discussions relating to a proposal confidential indefinitely unless the public's interest is best served by disclosure because of pertinence to a decision, agreement, or the evaluation of a proposal.

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Employment Training Panel, hereinafter referred to as "ETP"

CONTRACTOR'S NAME

2. The term of this

3. The maximum amount\$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work

2 pages

Exhibit B – Budget Detail and Payment Provisions

3 pages

Exhibit C* – General Terms and Conditions

GTC 610 – 8 pages

Exhibit D – Special Terms and Conditions

2 pages

* Exhibit C can also be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Employment Training Panel

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

Reg Javier, Executive Director

ADDRESS

1100 J St, Sacramento, CA 95814

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

EXHIBIT A

(Standard Agreement)

SCOPE OF WORK

This Agreement is entered into by and between the Employment Training Panel, hereinafter referred to as the ETP, and XXXXXX, hereinafter referred to as the Contractor, for the purpose of supporting the entrepreneurship of immigrants and limited English proficient (LEP) individuals who face significant employment barriers, which will also increase the state's economic diversity and help spur business innovation, by providing micro-grants, entrepreneurial training, and technical assistance to the Social Entrepreneurs for Economic Development (SEED) Grant target populations to support them in starting or maintaining a worker-owned cooperative in California, in accordance with the Solicitation For Proposals (SFP) attached as Exhibit E hereto.

1. Representatives: The project representatives during the term of this Agreement will be:

State Agency

Employment Training Panel

Contractor

2. Overview:

On XXXXXX, ETP and the California Labor and Workforce Development Agency announced the availability of up to XXXXXXXX in California State General Fund dollars, for 501(c)(3) non-profit Community-Based Organizations (CBOs) to implement the SEED Demonstration Project as part of the SEED Initiative.

The SEED Initiative is rooted in two fundamental public policy goals. First, its object is to serve vulnerable communities facing significant barriers to employment by providing them with entrepreneurial opportunities. Second, by promoting entrepreneurship of individuals who may be precluded (because of legal impediments or otherwise) from obtaining gainful employment, SEED supports pathways to economic self-sufficiency and increased economic contributions to the state and local economies.

SEED Demonstration Project grants were available to non-profit CBOs to support SEED target populations in creating and sustaining worker-owned businesses and cooperatives, with a focus on low-wage industries and the intention of utilizing worker cooperative development as a strategy for promoting high road practices, worker voice, and economic equity in such industries. In advancing the economic mobility of SEED target populations through entrepreneurial opportunities implemented by non-profit CBOs with cultural and linguistic competency and expertise serving SEED target populations, the SEED Initiative seeks to promote equity and inclusion, including racial, gender, and geographic equity. The SEED Initiative will also support business innovation that is socially responsible, effective, and sustainable, and that creates pathways to economic mobility and self-sufficiency.

3. Eligibility:

Grant Awardees: The SEED Grant was open to Community-Based Organizations (CBOs) that are either a 501(c)(3), or a fiscally sponsored program of a 501(c)(3).

Target Population: SEED target populations are individuals who face significant impediments to employment, specifically: (1) individuals with limited English proficiency, regardless of immigration or citizenship status; or (2) individuals who are neither U.S. citizens nor lawful permanent residents. This includes individuals who may not be lawfully present in the United States, and individuals who have been granted Deferred Action for Childhood Arrivals (DACA) or Temporary Protected Status (TPS). In addition, SEED is open to all individuals in the target populations,

including other immigrants, refugees and asylees, and United States citizens.

4. Program Components:

As reflected in the Contractor's Response to SFP, the Contractor shall implement the following SEED Demonstration Project components:

- a) **Launching or supporting worker cooperatives in low-wage industries.** Contractor shall help SEED target populations to form, incubate and/or build the capacity of worker cooperatives that are proposed in the Contractor's Response to SFP. Contractor shall develop a master action plan and timetable for launching or sustaining the worker cooperatives.
- b) **Development and implementation of worker training to support worker cooperatives.** Contractor shall develop a worker training curriculum that is designed to help support the formation, incubation, and/or capacity building of the worker cooperatives. Contractor shall provide the training and make it accessible for workers by utilizing linguistically and culturally appropriate strategies and materials.
- c) **Micro-grants to help start or maintain the worker cooperatives.** Contractor shall assess and make a final determination of the appropriate utilization, amount, and number of micro-grants to help launch or sustain the worker cooperatives; develop and implement a final plan and timetable for distribution of the micro-grants; and disburse the micro-grants. Contractor shall also establish protocols to maintain fiscal and program integrity, including by developing and implementing a documentation protocol to verify that the micro-grants are used for their intended purpose.
- d) **Provision of technical assistance to worker cooperatives.** Contractor shall determine the technical assistance needs of the worker cooperatives, and will provide such technical assistance by utilizing in-house expertise or coordinating and engaging with another entity or entities that have the appropriate expertise.

5. Subcontractors:

Contractor shall enter into all subcontracts as appropriate based on the Contractor's Response to SFP, in order to implement the SEED Demonstration Project and fulfill the Contractor's obligations under this Agreement. Contractor acknowledges and agrees that it is the party solely responsible under this Agreement for all grant award performance and deliverables, implementation, and reporting obligations. Contractor also acknowledges and agrees that it is responsible under this Agreement for requesting disbursement of funds from the State (see Exhibit B) and for releasing and distributing funds pursuant to the Contractor's agreements with its subcontracted parties, if any.

Contractor acknowledges that the ETP and the State will not be parties to the Contractor's subcontracts, if any, nor shall the ETP or the State be involved in approving any such subcontracts, if any.

6. Term of Performance:

Performance under this Agreement shall take place from XXXXX through XXXXX. No obligation or commitment of funds will be allowed prior to or beyond this term.

EXHIBIT B

(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Award Amount

The total amount of funding awarded to the Contractor herein is XXXXXX. In consideration of the Award Amount, Contractor shall implement the SEED Demonstration Project components set forth in Exhibit A and reflected in the Contractor's Response to SFP.

B. Allowable Uses of Funds

Final Approval: Under no circumstances can the State pay for services provided prior to the start date or the final approval of the State, whichever is later. Final approval occurs when all parties have signed this Agreement, with the latest signature date being the date of final approval.

Program Costs: Allowable Program Costs are those costs of the Contractor including any and all subcontractors utilized by the Contractor that relate to the implementation of the Demonstration Project components: launching and/or supporting the development, incubation, or capacity building of worker cooperatives; developing and implementing a worker training curriculum; developing a plan and timetable for and disbursing micro-grants to help start or maintain the worker cooperatives; and providing technical assistance to support the worker cooperatives. Examples of allowable costs relating to the foregoing include, but are not limited to: staffing, materials, translations, advertising, marketing, consultant fees, and operational costs.

For services satisfactorily rendered in accordance with this Agreement, the Contractor may use up to eighty-five percent (85%) of the Award Amount in order to cover all direct and indirect costs actually incurred in the administration of the SEED Demonstration Project grant, including through the use of any and all subcontractors of the Contractor, and as reflected in the Contractor's Budget within its Response to SFP. Contractor may use up to fifteen percent (15%) of the Award Amount on indirect costs, as reflected in the Contractor's Budget within its Response to SFP.

The ETP acknowledges the SFP stated that the Contractor shall develop a master action plan and timetable for forming, incubating and/or building the capacity of the worker cooperatives, and this program component required the Contractor to propose a budget that anticipated the Program Costs to launch or sustain the worker cooperatives. The ETP therefore acknowledges and agrees that to accommodate any adjustments the Contractor may determine are appropriate to launch or sustain the cooperatives as the Contractor develops and implements its master action plan and timetable, the Contractor may allocate its direct costs of program implementation in an appropriate manner as determined by the Contractor, as long as the Contractor does not expend more than a maximum of eighty-five percent (85%) of the Award Amount on the costs of implementing this grant. Contractor acknowledges and agrees that it shall provide quarterly reports to the ETP that demonstrate how its grant funds have been appropriately expended.

Micro- Grant Funds: A minimum of fifteen percent (15%) of the Award Amount must be allocated and expended in full by the Contractor as micro-grants to start or sustain the worker cooperatives, as reflected in Contractor's Budget within its Response to SFP. No Program Costs (direct or indirect) of the Contractor or any and all subcontractors of the Contractor can be included as part of the minimum 15% grant allocation and expenditure for micro-grants.

C. Disbursement of Funds

For services satisfactorily rendered in accordance with this Agreement, disbursement of the Award Amount will take place as follows:

1. First Disbursement: ETP will make a first disbursement of thirty percent (30%) of the Award Amount to the Contractor upon the Contractor's submission to the ETP of a master action plan and timetable for the Contractor's formation, incubation, support, and/or capacity building of each worker cooperative proposed in the Contractor's Response to SFP.
2. Second Disbursement: An additional thirty-five percent (35%) of the Award Amount will be disbursed upon the Contractor's submission to the ETP of the following: (1) linguistically and culturally appropriate training curriculum and materials developed to help support the formation, incubation, and/or capacity building of each worker cooperative proposed in the Contractor's Response to SFP; and (2) the implementation plan for providing the training to workers.
3. Third Disbursement: An additional thirty-five percent (35%) of the Award Amount will be disbursed upon the Contractor's submission to the ETP of its final plan and timetable for distribution of the micro-grants that includes its final analysis and determination of the amount and number of micro-grants, and how they will be used to support each worker cooperative proposed in the Contractor's Response to SFP.
4. Disbursement Order: Each disbursement payment shall only be made upon the ETP's determination that the deliverable is complete. Requests for disbursement by the Contractor and payments based on the foregoing performance benchmarks do not need to be made in any particular sequence or order.

Any disbursement payment otherwise payable to the Contractor shall be withheld by the ETP if a quarterly or other required report from the Contractor (see Exhibit D) is past due or was submitted by Contractor with incomplete information. Disbursement payments shall only be made after any and all such outstanding reports have been submitted in full by the Contractor and deemed complete by the ETP.

Nothing herein shall be construed as allowing payment for services not satisfactorily rendered in accordance with this Agreement. In fact, the parties hereby acknowledge and agree that any funds not expended in accordance with this Agreement during the Term of this Agreement shall be returned to ETP. (See Section E, Recuperation of Funds.)

D. Disbursement Requests and Invoicing

For services satisfactorily rendered in accordance with this Agreement, pursuant to the above Disbursement of Funds (Section C), the Contractor shall submit timely and accurate requests for disbursement and invoicing for payment to:

Employment Training Panel

To request disbursements (under Section C), the Contractor shall submit: (1) the completed deliverable; and (2) an invoice, which shall indicate the Agreement Number XXXXX. A disbursement request and accompanying invoice shall be submitted not more than monthly, in arrears.

E. Recuperation of Funds

Performance Assessment: In order to ensure timely recuperation of funds not expended in accordance with this Agreement, ETP shall conduct a performance assessment regarding the demand for funds as follows:

At the end of the first six months of the Term of this Agreement, ETP will assess if the Contractor has met any two of the three performance benchmarks in Section C above and whether the Award Amount should be adjusted, at the ETP's discretion, if two performance benchmarks have not been met. In exercising its discretion, ETP may consider factors such as whether the Contractor is on track to meet two of the three benchmarks within a reasonable timeframe. At the ETP's discretion, if the Award Amount is adjusted, new disbursement benchmarks may be set at the same time, and the balance of funds returned to ETP. Additionally, the parties acknowledge and agree that any

and all returned funds may be used by the ETP, at its discretion, to fund other contractors awarded a contract under the ETP SEED Grant.

Final Assessment: At the end of the Term of this Agreement, any and all unused funds previously disbursed to the Contractor shall be immediately returned to ETP. The parties acknowledge and agree that this recuperation of funds pertains to the Award Amount, which includes any and all unused Micro-Grant Funds and Program Costs (see Section B, Allowable Uses of Funds).

F. Budget Contingency Clause

This Agreement is valid and enforceable only if sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions established by the State of California, or any statute enacted that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that the ETP may terminate or amend this Agreement should any of the foregoing contingencies occur.

G. California Prompt Payment Clause

Payment to the Contractor will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

EXHIBIT C

(Standard Agreement)

General Terms and Conditions

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color,

national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to

the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CONTRACT CERTIFICATION CLAUSES

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code §12990 (a-f) and CCR, Title 2, Section 81-3) (Not applicable to public entities).
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - i. Receive a copy of the company's drug-free workplace policy statement; and,
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement of both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has

occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.).

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final un-appealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.).
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE – PRO-BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro-bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and the Public Contract Code Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California:

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410)

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411)

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment or preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)).

2. LABOR CODE/WORKER'S COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. “Doing Business” is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution. water
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT D

(Standard Agreement)

Special Terms and Conditions

1. DATA COLLECTION REQUIREMENTS AND PROGRESS REPORTS

Contractor shall provide at least the following data and information on grant implementation to ETP:

- a. Number of individuals enrolled in the SEED worker training
- b. Number of individuals who complete the SEED worker training
- c. Number of worker cooperatives that are created and/or sustained, and the low-wage industries in which they operate
- d. Number of micro-grants disbursed
- e. Amount of each micro-grant disbursed
- f. Total and average amount of all micro-grants disbursed
- g. Uses of the micro-grants to help launch or sustain the worker cooperatives
- h. Demographic information on workers served in the SEED Demonstration Project, including: race, ethnicity, gender identity, primary language spoken, age group, income level, and barriers to employment
- i. Geographic area(s) served
- j. Copies of deliverables
- k. Quarterly Progress Reports, which will include all of the data elements above, as well as narrative descriptions of grant activities to date and a report on grant expenditures. Progress Reports shall be submitted using the SEED Demonstration Project Progress Report template and SEED Demonstration Project Data Collection Form template, which the ETP shall provide to the Contractor along with their quarterly submission dates in the materials accompanying the Contractor's full award packet. At the ETP's discretion, Contractor may also be required to provide Progress Reports in addition to quarterly.
- l. Additional performance metrics and data points as determined by ETP in accord with the metrics framework set forth in the Contractor's Response to SFP, including, for example, enterprise development metrics, wage and hour metrics, job quality metrics, and movement building metrics. Any additional metrics or data points shall be incorporated if determined appropriate by ETP into the SEED Demonstration Project Progress Report template or SEED Demonstration Project Data Collection Form template.

Contractor shall require any and all subcontractors it utilizes to implement the SEED Demonstration Project to provide timely, complete, and accurate data and documentation to the Contractor as needed by the Contractor to provide the ETP with the required data and Progress Reports.

2. RECORDS RETENTION

Contractor shall maintain program and fiscal records sufficient to satisfy its reporting requirements to ETP and to enable evaluation of program effectiveness and proper use of funds. This includes thorough, complete, and accurate accounting ledgers to support all program expenses and expenditures of grant funds. Contractor shall retain all records pertinent to its implementation of this Agreement for a period of at least 4 (four) years from the termination of this Agreement.

3. EVALUATION

ETP shall conduct an evaluation of the effectiveness of the SEED Demonstration Project through an independent third-party evaluator. Contractor agrees to work with the independent evaluator to the extent determined by the ETP, including by providing qualitative and/or quantitative data to the evaluator as may be requested by the ETP and/or the evaluator.

4. PRIVACY PROTECTIONS

Contractor shall not seek information about an individual participating in the SEED Initiative that is unnecessary to determine the individual's eligibility to participate in SEED, including requiring any particular individual to identify that the individual is unlawfully present in the United States. Contractor may collect anonymized demographic information about individuals served by the Contractor through the SEED Initiative, including to assess that participants are part of SEED target populations and that the SEED Initiative is being implemented to promote its public policy principles of equity and inclusion of economically disadvantaged groups who face significant barriers to employment.

Contractor also agrees not to publish or publicly disseminate personally identifying information of individuals from SEED target populations who participate in the SEED Initiative, without prior written consent of the individual.

5. COMMUNITY OF LEARNING AND PRACTICE

Contractor shall participate in the SEED Community of Learning and Practice, in which all CBO grantees will share program models and strategies, engage in peer learning and support, and facilitate access to technical assistance and best practices. Contractor shall participate in one or more full-day convenings, on date(s) to be determined by the ETP. Convenings will be virtual and may involve webinars, conference calls, and other learning and technical assistance activities, as determined by the ETP. Contractor shall also engage with workers who are awarded micro-grants, in order to learn from their experiences, insights, and recommendations for strengthening the effectiveness and impact of the SEED Initiative.

6. MISREPRESENTATION

The Contractor understands that any misrepresentation of material fact made by it or its agent to the Panel or ETP staff, whether set forth herein or otherwise, constitutes grounds for immediate termination of this Agreement.

7. ETP NAME

Any material used to promote this project and any other writing using the ETP name or logo, must be approved in advance by ETP.

8. AUDITS

ETP has the right, during normal business hours, to examine or audit any and all records, papers and documents related to the performance of this Agreement, including accounting source payroll documents to the extent it deems necessary. This right begins upon the effective date of this Agreement, and extends to 4 (four) years from termination of this Agreement. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards and may utilize statistical sampling with extrapolation of an error rate.

9. WAIVER

No delay or failure by either party to exercise or enforce a provision of this Agreement shall be considered a waiver thereof. In order to be valid, a waiver must be in writing. A single waiver shall not constitute a continuing or subsequent waiver.

10. ENTIRE AGREEMENT

This is the entire Agreement between the parties and it supersedes any prior or contemporaneous communication or understanding between them (written or oral).

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Employment Training Panel, hereinafter referred to as "ETP"

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount\$ of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work

3 pages

Exhibit B – Budget Detail and Payment Provisions

3 pages

Exhibit C* – General Terms and Conditions

GTC 610 - 8 pages

Exhibit D – Special Terms and Conditions

2 pages

* Exhibit C can also be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Employment Training Panel

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

Reg Javier, Executive Director

ADDRESS

1100 J St, Sacramento, CA 95814

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

EXHIBIT A

(Standard Agreement)

SCOPE OF WORK

This Agreement is entered into by and between the Employment Training Panel, hereinafter referred to as the ETP, and XXXXXXXX, hereinafter referred to as the Contractor, for the purpose of supporting the entrepreneurship of immigrants and limited English proficient (LEP) individuals who face significant employment barriers, which will also increase the state's economic diversity and help spur business innovation, by providing micro-grants, entrepreneurial training, and technical assistance to the Social Entrepreneurs for Economic Development (SEED) Grant target populations to support them in starting or maintaining a small business in California aimed at addressing a social problem or meeting a community need, in accordance with the Solicitation For Proposals (SFP).

1. Representatives: The project representatives during the term of this Agreement will be:

State Agency

Employment Training Panel

Contractor

2. Overview:

On XXXXXXXX, ETP and the California Labor and Workforce Development Agency announced the availability of up to XXXXXXXX in California State General Fund dollars, for 501(c)(3) non-profit Community-Based Organizations (CBOs) to implement the SEED Initiative.

The SEED Initiative is rooted in two fundamental public policy goals. First, its object is to serve vulnerable communities facing significant barriers to employment by providing them with entrepreneurial opportunities. Second, by promoting entrepreneurship of individuals who may be precluded (because of legal impediments or otherwise) from obtaining gainful employment, SEED supports pathways to economic self-sufficiency and increased economic contributions to the state and local economies.

SEED Entrepreneurship Program grants were available to non-profit CBOs to conduct community outreach about SEED, provide entrepreneurial training to SEED target populations, select individuals in SEED target populations to receive micro-grants to help them launch or sustain a small business, disburse the micro-grants, and provide technical assistance support to micro-grant awardees. In advancing the economic mobility of SEED target populations through entrepreneurial opportunities implemented by non-profit CBOs with cultural and linguistic competency and expertise serving SEED target populations, the SEED Initiative seeks to promote equity and inclusion, including racial, gender, and geographic equity. The SEED Initiative will also support business innovation that is socially responsible, effective, and sustainable, and that creates pathways to economic mobility and self-sufficiency.

3. Eligibility:

Grant Awardees: The SEED Grant was open to non-profit Community-Based Organizations (CBOs) that are either a 501(c)(3), or a fiscally sponsored program of a 501(c)(3).

Target Population: SEED target populations are individuals who face significant impediments to employment, specifically: (1) individuals with limited English proficiency, regardless of immigration or citizenship status; or (2) individuals who are neither U.S. citizens nor lawful permanent residents. This includes individuals who may not be

lawfully present in the United States, and individuals who have been granted Deferred Action for Childhood Arrivals (DACA) or Temporary Protected Status (TPS). In addition, SEED is open to all individuals in the target populations, including other immigrants, refugees and asylees, and United States citizens.

4. Program Components:

As reflected in the Contractor's Response to SFP, the Contractor shall implement the following SEED Entrepreneurship Program components:

- a) **Entrepreneurship training and development.** Contractor shall develop an entrepreneurial training curriculum to address the needs of the SEED target population it shall serve, and shall provide the SEED trainings for the target population. To develop the training curriculum and provide the trainings, the Contractor shall utilize linguistically and culturally appropriate training materials and methods to make the training accessible for the target population. Contractor shall also implement and maintain a documentation method to indicate when an individual has successfully completed the SEED entrepreneurial training.
- b) **Community outreach.** Contractor shall develop and execute a community outreach plan in order to disseminate information in a linguistically and culturally appropriate manner about the SEED Initiative to its target population, including fostering awareness of SEED entrepreneurial training opportunities and SEED micro-grants, devising strategies to generate interest in the SEED target population to participate in SEED, and communicating success stories. Contractor shall identify and utilize effective methods of disseminating linguistically and culturally appropriate information and/or outreach materials to the SEED target population.
- c) **Selection of SEED micro-grant awardees.** Contractor shall establish and implement uniform procedures for awarding micro-grants to individuals (hereinafter, "micro-grant awardees" or "micro-grantees") in the SEED target population, in order to help them launch or sustain a small business that addresses a social problem or meets a community need. Contractor shall develop and utilize a uniform micro-grant application and assist eligible SEED participants in a linguistically and culturally appropriate manner to complete the micro-grant application form. Contractor shall review the micro-grant applications and select awardees based on uniform selection criteria that shall be developed by the Contractor. Contractor shall align selection criteria with the public policies underlying the SEED Initiative.
- d) **Disbursement of micro-grants for small business development.** Contractor shall develop and implement the linguistically and culturally appropriate procedures and methods by which the Contractor will disburse micro-grants to individuals who have been selected by the Contractor to receive SEED micro-grants. Contractor shall coordinate the micro-grant selection process with the disbursement process. Contractor shall also establish protocols to ensure that micro-grants are disbursed to one per individual and one per business entity, and to maintain fiscal and program integrity, including by developing and implementing a documentation protocol to verify that the micro-grants are used for their intended purpose. At minimum, the Contractor shall include as part of this protocol a signed attestation by the micro-grantees that the micro-grants will be used as intended.
- e) **Provision of technical assistance to SEED micro-grant awardees.** Contractor shall determine the technical assistance needs of SEED micro-grantees, and will provide such technical assistance by utilizing in-house expertise or coordinating and engaging with another entity or entities that have the appropriate expertise.

5. Subcontractors:

Contractor shall enter into all subcontracts as appropriate based on the Contractor's Response to SFP, in order to implement the SEED Entrepreneurship Program and fulfill the Contractor's obligations under this Agreement. Contractor acknowledges and agrees that it is the party solely responsible under this Agreement for all grant award performance and deliverables, implementation, and reporting obligations. Contractor also acknowledges and agrees

that it is responsible under this Agreement for requesting disbursement of funds from the State (see Exhibit B) and for releasing and distributing funds pursuant to the Contractor's agreements with its subcontracted parties, if any.

Contractor acknowledges that the ETP and the State will not be parties to the Contractor's subcontracts, if any, nor shall the ETP or the State be involved in approving any such subcontracts, if any.

6. Term of Performance:

Performance under this Agreement shall take place from XXXXX through XXXXX. No obligation or commitment of funds will be allowed prior to or beyond this term.

EXHIBIT B

(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Award Amount

The total amount of funding awarded to the Contractor herein is XXXXXXXX. In consideration of the Award Amount, Contractor shall implement the SEED Entrepreneurship Program components set forth in Exhibit A and reflected in the Contractor's Response to SFP.

B. Allowable Uses of Funds

Final Approval: Under no circumstances can the State pay for services provided prior to the start date or the final approval of the State, whichever is later. Final approval occurs when all parties have signed this Agreement, with the latest signature date being the date of final approval.

Program Costs: Allowable Program Costs are those costs of the Contractor including any and all subcontractors utilized by the Contractor that relate to the implementation of the grant program components: SEED entrepreneurial training development and implementation; community outreach; selection of micro-grant awardees; disbursement of micro-grants; and provision of technical assistance to micro-grant awardees. Examples of allowable costs relating to the foregoing include, but are not limited to: staffing, materials, translations, advertising, marketing, consultant fees, and operational costs.

For services satisfactorily rendered in accordance with this Agreement, the Contractor may use a maximum of twenty-five percent (25%) of the Award Amount in order to cover all direct and indirect costs actually incurred in the administration of the SEED Entrepreneurship Program grant, including through the use of any and all subcontractors of the Contractor, and as reflected in the Contractor's Budget within its Response to SFP. The ETP acknowledges the SFP stated that the provision of technical assistance tailored to meet the needs of micro-grantees is an integral facet of the SEED program design, and this program component required the Contractor to propose a budget that anticipated the technical assistance needs before micro-grantees are even selected. The ETP therefore acknowledges and agrees that to accommodate the emerging technical assistance needs of micro-grantees once the Contractor has selected them, the Contractor may allocate its direct costs of program implementation in an appropriate manner as determined by the Contractor, as long as the Contractor does not expend more than a maximum of twenty-five percent (25%) of the Award Amount on the costs of implementing this grant. Contractor acknowledges and agrees that it shall provide quarterly reports to the ETP that demonstrate how its grant funds have been appropriately expended.

Micro-Grant Funds: Seventy-five percent (75%) of the Award Amount must be allocated and expended in full by the Contractor as micro-grants, as reflected in the Contractor's Budget within its Response to SFP. No Program Costs (direct or indirect) of the Contractor or any and all subcontractors of the Contractor can be included as part of the 75% grant allocation and expenditure for micro-grants.

The average micro-grant amount shall range from approximately Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) to Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00). Micro-grants above this range, but not to exceed a total amount of Ten Thousand Dollars and No Cents (\$10,000.00), may be awarded by the Contractor, contingent upon adequate documentation by the Contractor of the micro-grant request in the Micro-grant Selection List Form (see Section D, Disbursement Requests and Invoicing).

C. Disbursement of Funds

For services satisfactorily rendered in accordance with this Agreement, disbursement of the Award Amount will

take place as follows:

1. First Disbursement: ETP will make a First Disbursement payment of twenty-five percent (25%) of the Award Amount to the Contractor upon final approval of this Agreement, based on projected estimates of the number of SEED participants who will be selected for and awarded micro-grants by the Contractor and the estimated micro-grant amounts, as stated in the Contractor's Response to SFP.
2. Second Disbursement: Contractor may request a Second Disbursement payment in an amount equal to the total micro-grant amounts to be awarded to micro-grantees selected by the Contractor. Contractor shall submit information listing the micro-grantees selected and their micro-grant amounts on the Micro-grant Selection List Form (see Section D, Disbursement Requests and Invoicing). Upon ETP's approval of such submission by the Contractor, ETP will make the Second Disbursement payment.
3. Third Disbursement: Contractor may request a Third Disbursement payment in an amount equal to the total micro-grant amounts to be awarded to micro-grantees selected by the Contractor who were not listed for the Second Disbursement payment. Contractor shall submit information listing the micro-grantees selected and their micro-grant amounts on the Micro-grant Selection List Form (see Section D, Disbursement Requests and Invoicing). Upon ETP's approval of such submission by the Contractor, ETP will make the Third Disbursement payment.
4. Fourth Disbursement: Contractor may request a Fourth Disbursement payment for the remaining amount of the Award Amount, upon selecting at least seventy-five percent (75%) of the Contractor's total projected number of micro-grantees. Contractor shall submit information listing all micro-grantees selected and their micro-grant amounts on the Micro-grant Selection List Form (see Section D, Disbursement Requests and Invoicing) to demonstrate the Contractor has met the 75% benchmark. Upon ETP's determination that the Contractor has met the 75% benchmark, ETP will make the Fourth Disbursement payment. In the case where the Contractor's total projected number of micro-grantees as stated in the Contractor's Response to SFP, is a range, the ETP shall make this determination using the low end of the range.

Disbursement of the Award Amount to the Contractor is subject to the request procedures in Section D (Disbursement Requests and Invoicing). Contractor may request fewer than four (4) disbursement payments. In no case shall the total of all disbursement payments exceed the Award Amount.

Any disbursement payment otherwise payable to the Contractor shall be withheld by the ETP if a quarterly or other required report from the Contractor (see Exhibit D) is past due or was submitted by Contractor with incomplete information. Disbursement payments shall only be made after any and all such outstanding reports have been submitted in full by the Contractor and deemed complete by the ETP.

Nothing herein shall be construed as allowing payment for services not satisfactorily rendered in accordance with this Agreement. In fact, the parties hereby acknowledge and agree that any funds not expended in accordance with this Agreement during the Term of this Agreement shall be returned to ETP. (See Section E, Recuperation of Funds.)

D. Disbursement Requests and Invoicing

For services satisfactorily rendered in accordance with this Agreement, pursuant to the above Disbursement of Funds (Section C), the Contractor shall submit timely and accurate requests for disbursement and invoicing for payment to:

Employment Training Panel

To submit a request for the First Disbursement (under Section C), the Contractor shall submit an invoice which shall indicate the Agreement Number XXXXX. For all other disbursement requests (under Section C), the Contractor

shall submit: (1) a completed Micro-grant Selection List Form (the template form shall be provided by ETP to the Contractor along with the materials accompanying the Contractor's full award packet); and (2) an invoice, which shall indicate the Agreement Number XXXXX. A disbursement request and accompanying invoice shall be submitted not more than monthly, in arrears.

E. Recuperation of Funds

Performance Assessment: In order to ensure timely recuperation of funds not expended in accordance with this Agreement, ETP shall conduct a performance assessment regarding the demand for funds as follows:

At the end of the first six months of the Term of this Agreement, using the estimate stated in the Contractor's Response to SFP, ETP will conduct a performance assessment in order to measure the percentage of projected micro-grantees who have actually been selected in accordance with this Agreement. In the case where the Contractor's total projected number of micro-grantees as stated in the Contractor's Response to SFP, is a range, the ETP shall conduct this performance assessment based on the low end of the range.

In the event the foregoing assessment indicates that the Contractor has selected less than twenty-five percent (25%) of the projected number of micro-grantees, then at the ETP's discretion, the remaining funds of the Award Amount may be rightsized to an amount that equals the same performance percentage actually reached in the first six months of the Term of this Agreement, extrapolated over the remainder of the Term of this Agreement, with the balance of funds returned to ETP. In exercising its discretion, ETP may consider factors such as whether the Contractor is on track to surpass the 25% benchmark within a reasonable timeframe. At the ETP's discretion, if the Award Amount is rightsized, new disbursement benchmarks may be set at the same time. Additionally, the parties acknowledge and agree that any and all returned funds may be used by the ETP, at its discretion, to fund other contractors awarded a contract under the ETP SEED Grant.

Final Assessment: At the end of the Term of this Agreement, any and all unused funds previously disbursed to the Contractor shall be immediately returned to ETP. The parties acknowledge and agree that this recuperation of funds pertains to the Award Amount, which includes any and all unused Micro-Grant Funds and Program Costs (see Section B, Allowable Uses of Funds).

F. Budget Contingency Clause

This Agreement is valid and enforceable only if sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions established by the State of California, or any statute enacted that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that the ETP may terminate or amend this Agreement should any of the foregoing contingencies occur.

G. California Prompt Payment Clause

Payment to the Contractor will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

EXHIBIT C

(Standard Agreement)

General Terms and Conditions

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color,

national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to

the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CONTRACT CERTIFICATION CLAUSES

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code §12990 (a-f) and CCR, Title 2, Section 81-3) (Not applicable to public entities).
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - i. Receive a copy of the company's drug-free workplace policy statement; and,
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement of both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has

occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.).

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final un-appealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.).
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE – PRO-BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro-bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and the Public Contract Code Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California:

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410)

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411)

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment or preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)).

2. LABOR CODE/WORKER'S COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. “Doing Business” is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution. water
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT D

(Standard Agreement)

Special Terms and Conditions

1. DATA COLLECTION REQUIREMENTS AND PROGRESS REPORTS

Contractor shall provide at least the following data and information on grant implementation to ETP:

- a. Number of individuals enrolled in the SEED entrepreneurial training
- b. Number of individuals who complete the SEED entrepreneurial training
- c. Methods of community outreach, including languages used
- d. Number of individuals who participated in each method of community outreach
- e. Number of individuals who have applied for micro-grants
- f. Number of individuals who have been selected to receive micro-grants
- g. Number of micro-grants disbursed
- h. Amount of each micro-grant disbursed
- i. Total and average amount of all micro-grants disbursed
- j. Uses of the micro-grants, including types of small businesses and industries in which the micro-grants were made
- k. Demographic information of participants served, including: race, ethnicity, gender identity, primary language spoken, age group, income level, and barriers to employment
- l. Geographic area(s) served
- m. Copies of training materials, outreach materials, and micro-grant application and selection materials developed to implement the SEED Entrepreneurship Program, as requested by ETP
- n. Quarterly Progress Reports, which will include all of the data elements above, as well as narrative descriptions of grant activities to date and a report on grant expenditures. Progress Reports shall be submitted using the SEED Entrepreneurship Program Progress Report template and SEED Entrepreneurship Program Data Collection Form template, which the ETP shall provide to the Contractor along with their quarterly submission dates in the materials accompanying the Contractor's full award packet. At the ETP's discretion, Contractor may also be required to provide Progress Reports in addition to quarterly.
- o. Additional performance metrics and data points as may be determined by ETP and incorporated into the SEED Entrepreneurship Program Progress Report template and SEED Entrepreneurship Program Data Collection Form template

Contractor shall require any and all subcontractors it utilizes to implement the SEED Entrepreneurship Program to provide timely, complete, and accurate data and documentation to the Contractor as needed by the Contractor to provide the ETP with the required data and Progress Reports.

2. RECORDS RETENTION

Contractor shall maintain program and fiscal records sufficient to satisfy its reporting requirements to ETP and to enable evaluation of program effectiveness and proper use of funds. This includes thorough, complete, and accurate accounting ledgers to support all program expenses and expenditures of grant funds. Contractor shall retain all records pertinent to its implementation of this Agreement for a period of at least 4 (four) years from the termination of this Agreement.

3. EVALUATION

ETP shall conduct an evaluation of the effectiveness of the SEED Entrepreneurship Program through an independent third-party evaluator. Contractor agrees to work with the independent evaluator to the extent determined by the ETP, including by providing qualitative and/or quantitative data to the evaluator as may be

requested by the ETP and/or the evaluator.

4. PRIVACY PROTECTIONS

Contractor shall not seek information about an individual participating in the SEED Initiative that is unnecessary to determine the individual's eligibility to participate in SEED, including requiring any particular individual to identify that the individual is unlawfully present in the United States. Contractor may collect anonymized demographic information about individuals served by the Contractor through the SEED Initiative, including to assess that participants are part of SEED target populations and that the SEED Initiative is being implemented to promote its public policy principles of equity and inclusion of economically disadvantaged groups who face significant barriers to employment.

Contractor also agrees not to publish or publicly disseminate personally identifying information of individuals from SEED target populations who participate in the SEED Initiative, without prior written consent of the individual.

5. COMMUNITY OF LEARNING AND PRACTICE

Contractor shall participate in the SEED Community of Learning and Practice, in which all CBO grantees will share program models and strategies, engage in peer learning and support, and facilitate access to technical assistance and best practices. Contractor shall participate in one or more full-day convenings, on date(s) to be determined by the ETP. Convenings will be virtual and may involve webinars, conference calls, and other learning and technical assistance activities, as determined by the ETP. Contractor shall also engage SEED entrepreneurs who are awarded micro-grants for their small businesses, in order to learn from their experiences, insights, and recommendations for strengthening the effectiveness and impact of the SEED Initiative.

6. MISREPRESENTATION

The Contractor understands that any misrepresentation of material fact made by it or its agent to the Panel or ETP staff, whether set forth herein or otherwise, constitutes grounds for immediate termination of this Agreement.

7. ETP NAME

Any material used to promote this project and any other writing using the ETP name or logo, must be approved in advance by ETP.

8. AUDITS

ETP has the right, during normal business hours, to examine or audit any and all records, papers and documents related to the performance of this Agreement, including accounting source payroll documents to the extent it deems necessary. This right begins upon the effective date of this Agreement, and extends to 4 (four) years from termination of this Agreement. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards and may utilize statistical sampling with extrapolation of an error rate.

9. WAIVER

No delay or failure by either party to exercise or enforce a provision of this Agreement shall be considered a waiver thereof. In order to be valid, a waiver must be in writing. A single waiver shall not constitute a continuing or subsequent waiver.

10. ENTIRE AGREEMENT

This is the entire Agreement between the parties and it supersedes any prior or contemporaneous communication or understanding between them (written or oral).

To view and fill out form STD 204 please follow this link [STD 204](#) or view under attachments.

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